



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

3. Position Control #: _____ Prior Incumbent: _____

a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

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2. _____

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3. _____

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9. I have considered the following alternatives to filling this position:

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature:	<u>Michael Dipietro</u>	Date:	<u>9-8-21</u>
Human Resources Director:	<u></u>	Date:	<u></u>
Town Administrator:	<u></u>	Date:	<u></u>

14. Approvals:

Date on BOS Agenda:	<u></u>	Date Approved:	<u></u>
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15. Notes:



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: Web Developer Grade: _____

2. Department: ITD Division: Digital Services

3. Position Control #: _____ Prior Incumbent: Ben Vivante

a. Reason for Leaving: Promotion

4. Budgetary Information:

Department Code: ____ Budget Code: 19001942-510101 % 100

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☒ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☒ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. Responsible for web-database interface design, administration and maintenance.

2. Performs timely programming and updating of web sites for town/school departments, in

3. Provides expertise in cloud/web based application and data security; and other areas.

9. I have considered the following alternatives to filling this position:

no other alternatives

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Web Developer

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with the ProDiversity Network,
ZipRecruiter, Indeed, all of which have multiple targeted affinity group job boards as well as any other relevant groups.

12. Please attach the current position description.

13. Signatures:

Department Head Signature:	Feng Yang <small>Digitally signed by Feng Yang DN: cn=Feng Yang, o, ou, email=fyang2022@gmail.com, c=US Date: 2021.09.14 18:49:52 -04'00'</small>	Date:	09/14/2021
Human Resources Director:	_____	Date:	_____
Town Administrator:	_____	Date:	_____

14. Approvals:

Date on BOS Agenda:	_____	Date Approved:	_____
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15. Notes:



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE:** Assistant Rec Leader/Aquatics Supervisor Grade: GN-07

2. Department: Recreation Division: Aquatics

3. Position Control #: 630000039 Prior Incumbent: Michael Larkin

a. Reason for Leaving: seek new opportunity

4. Budgetary Information:

Department Code: 63006319 Budget Code: 510101 % 100

☐ Grant Funded-Name of Grant: _____ ☒ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☒ Full-Time: # of hours/week: 40 ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) _____/_____/_____

7. Method of Fill:

☒ Promotion – To be Posted Internally from: _____/_____/_____ to _____/_____/_____

☒ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. Functions as the evening and weekends on site full time supervisor

2. Responsible for management of all operations and personnel on nights and weekends

3. Responsible for closing building and maintaining security at all times

9. I have considered the following alternatives to filling this position:

adjusting hours to Aquatic Center down

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

We need to have risk management and safety in check, as well as back up for staff when sick. This

role being filled is essential to operating the pool at this time.

Authorization To Hire Request Form

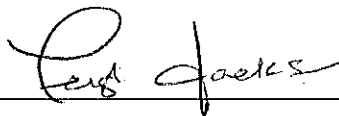
11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely, local colleges and diverse job board

ZipRecruiter, Indeed, which all have multiple targeted affinity group job boards, as well as related professional groups.

12. Please attach the current position description.

13. Signatures:

Department Head Signature:  Date: 9/21/21

Human Resources Director: _____ Date: _____

Town Administrator: _____ Date: _____

14. Approvals:

Date on BOS Agenda: _____ Date Approved: _____

15. Notes:

ASSISTANT RECREATION LEADER - AQUATICS SUPERVISOR

Grade GN-07

Revised: March 2021

PRIMARY PURPOSE

The purpose of this position is to directly supervise the part-time staff responsible for providing aquatics programs and services; oversee and assist with daily operations; participate in short-term and long-range planning, perform a variety of manual and technical, as well as risk management oversight and facility supervision. Administer tasks relative to assigned area of responsibility; perform all other work as required.

SUPERVISION

Works under the general direction of the Aquatics Director and Assistant Aquatics Director, following department rules and regulations.

SUPERVISORY RESPONSIBILITIES

Responsible for the day-to-day supervision of part-time and temporary staff, making the most effective and efficient use of skills, facilities, and equipment available. Duties are diverse and require the ability to problem solve. Exercises direct supervision over approximately 50 part-time staff including lifeguards, swim instructors, swim coaches and internal program specialty instructors.

WORK ENVIRONMENT

Work is performed in indoor multi-pool natatorium with exposure to pool chemicals and some cleaning agents. Will have access to office space, including computer and telephone, to complete administrative tasks.

The employee monitors facility safety, building security, and ensures compliance with DPH safety regulations and OSHA regulations for three pools and a mechanical equipment room; The employee operates standard office equipment, medical equipment, hand tools and lifeguard rescue equipment.

Interacts daily with other aquatics and recreation employees, Brookline town officials, the general public, special -use groups and rentals.

Regularly works evening and weekend shifts.

Errors could result in monetary loss, personal injury or injury to others, or delay or loss of service.

ESSENTIAL DUTIES AND RESPONSIBILITIES

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Functions as the evening and weekends on-site full-time supervisor, responsible for management of all operations and personnel of the Aquatics facility in the absence of the Aquatics Director and Aquatics Assistant Director. Responsible for closing building and maintaining building security at all times.

Check all areas of the facility to ensure every element of the building and facility, including three pools, locker rooms and mechanical equipment room is in working order; Test the pool chemicals and

*Assistant Recreation Leader/Aquatics Supervisor
Recreation Department*

5.D.

other required safety measures necessary to operate the aquatic facility safely and in compliance with local, state, and federal regulations; ensure that the facility is kept clean and safe for patrons and pool staff. Ensure that building security is maintained at all times.

Responsible for the day-to-day supervision of 50 plus part-time aquatics center staff.

Delivers staff training, including but not limited to pre-hire skills assessments; in-service training, including ongoing drills designed to evaluate and improve staff skills, new hire orientation.

Ensures swim instructor staff deliver quality lessons and complete and maintain current and accurate records of their students' skills.

Mentors part-time staff and recommends solutions to address part-time staff issues. Alerts Evelyn Kirrane Aquatics Center (EKAC) management to matters which require disciplinary action.

Assist in securing auxiliary and substitute part-time staff for safe operation of facility.
Assist with planning and oversight of special events such as community open houses and part-time staff functions.

Assist management in the planning, scheduling, and staffing of special events and pool rentals, as well as staffing for intersessions and holidays.

Assist with inventory assessment and control, including rescue equipment, medical and pool supplies, perform weekly payroll computation through MUNIS utilizing online software data as needed.

Act as Head Lifeguard and supervisor on deck. Perform lifeguard duties as needed; perform lesson instruction as needed.

Performs similar or related work as required, directed or as situation dictates.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Associates degree, at least three years of experience as a lifeguard, at least one year of supervisory experience (Head Lifeguard, Manager, etc.), Bachelor's degree preferred, or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

ADDITIONAL REQUIREMENTS

American Red Cross Lifeguard Training (or equivalent) American Red Cross Water Safety Instructor (or equivalent) CPR/AED for the Professional rescuer and Standard First Aid, Emergency Oxygen Administration

Additional *Preferred* Certifications within six months of hire: Certified Pool Operator, Lifeguarding Instructor, Water Exercise Instructor and Swim Coach

KNOWLEDGE, ABILITY AND SKILL

Knowledge of principles and practices associated with the supervision of an aquatic facility, current trends associated with swimming and aquatic safety, and customer service.

Expert knowledge of water safety, lifeguard practices, First Aid and CPR, current trends associated with swimming and aquatic safety, and customer service. Knowledge of the principles of supervision,

*Assistant Recreation Leader/Aquatics Supervisor
Recreation Department*

5.D.

training, and performance evaluation. Knowledge of payroll. Knowledge of pertinent federal, state, and local laws, MA state health codes and regulations. Knowledge of computer programs, including, but not limited to Microsoft products such as Word, Excel, and Outlook.

Ability to effectively and independently supervise staff; create and maintain a safe and welcoming environment for pool patrons and customers and communicate well with the same; conduct various swimming instruction programs and promote activities to EKAC Staff; ability to perform payroll entry.

Ability to learn pertinent software programs including but not limited to: Recreation specific software, scheduling, and timeclock platforms. Able to effectively assess problems and achieve effective resolution.

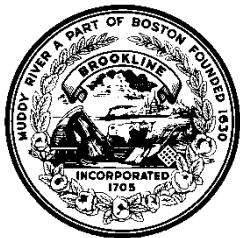
Skill: Strong skills in swimming and lifesaving, verbal and written communication, interpersonal interactions, decision-making and team building, computer literacy.

PHYSICAL REQUIREMENTS

Moderate to strenuous physical effort is required to perform swimming activities. The employee is frequently required to stand, walk, speak, hear, sit, use hands to operate equipment, and may be required to lift more than 60 pounds when making a rescue or moving equipment, if needed. Vision requirements include the ability to read routine and technical documents, use a computer and operate testing equipment.

(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)

Assistant Recreation Leader/Aquatics Supervisor
Recreation Department



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
Commissioner

Memorandum

To: Select Board
From: Erin Gallentine, Commissioner of Public Works
Date: September 15, 2021
Re: **Authorization to Hire**
Cc: Melvin Kleckner, Town Administrator
Melissa Goff, Deputy Town Administrator
Ann Hess Braga, Director of Human Resources

For your meeting on September 21, 2021, the Department of Public Works respectfully submits for your review and approval the attached Authorization to Hire Request forms and associated position descriptions for the following positions.

Highway and Sanitation Division

Assistant Recycling Coordinator
Highway Maintenance Craftsperson
Highway Maintenance Craftsperson
Highway Motor Equipment Operator - Grade 2

Parks and Open Space Division

Gardener-Laborer

Authorization to Hire

The Assistant Recycling Coordinator is a critical position responsible for managing and servicing the Town's recycling program, household hazardous waste drop off and electronics recycling initiative. Responsibilities include program communication, education and outreach.

The heavy equipment operator and skilled labor force positions are critical to the continued efficient, effective and proactive maintenance and management of the public roadways, sidewalks and parks. They also are essential employees for the Town's snow and ice operations.

Please see attached position descriptions for more information.



Town of Brookline

Massachusetts

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1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

3. Position Control #: _____ Prior Incumbent: _____

a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

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2. _____

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3. _____

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9. I have considered the following alternatives to filling this position:



10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature:	<u></u>	Date:	<u>09/15/21</u>
Human Resources Director:	<u></u>	Date:	<u>09/15/2021</u>
Town Administrator:	<u></u>	Date:	<u></u>

14. Approvals:

Date on BOS Agenda:	<u></u>	Date Approved:	<u></u>
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15. Notes:

ASSISTANT RECYCLING COORDINATOR**Grade GN-06****PRIMARY PURPOSE**

Under general supervision, this position is responsible for planning, developing and coordinating commercial and municipal recycling programs. Reports to the Environmental Health Supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Researches and promotes among the business community and municipal agencies sustainable practice, to include recycling, energy conservation and resource stewardship. Conducts studies, research and analysis; prepares reports, grant proposals and award applications.

Conducts presentations, provides technical assistance and arranges booths and displays that address and inform the business community about sustainability practices, to include recycling benefits and opportunities. Conducts site visit of local business to monitor the progression of business sustainability, resource conservation and recycling programs; assists in coordinating the household hazardous waste and electronic recycling collection area

Recruits, trains and oversees volunteers; plans, develops, administers and coordinates public relations materials to include, brochures, videos, newspaper ads and related correspondence and residential recycling programs and litter prevention program. Conducts presentations to schools, and other town entities regarding recycling and litter management programs.

Participates on departmental management teams and town committees to provide input into the development and implementation of special projects; serves as liaison to federal, state and regional agencies dealing with recycling, source reduction, reuse and related programs; remains abreast of current statewide policy initiatives, best practices, legislative, regulatory, and policy developments relating to recycling, waste minimization, reuse, litter control, household hazardous waste and related programs.

Coordinate with disposal companies contracted by the town to collect recyclable materials; ensure that companies collect waste on schedule; respond to citizen complaints and requests for recycle bins.

Perform administrative work; keep records, prepare reports and assist with the department's winter maintenance program.

Perform similar or related work as required, or as situation dictates.

SUPERVISION

Works under the general direction of the Environmental Health Supervisor, following department rules, regulations and policies to complete assignments; the supervisor provides advice, general oral instructions and suggestions and reviews the results of work.

WORK ENVIRONMENT

Most work is performed in an office setting; some work is performed outside in field conditions, with exposure to noise and potential exposure to adverse weather conditions, hazardous waste and unsanitary conditions. The employee may be required to respond to environmental health emergencies.

5.E.

The employee operates motor vehicles and standard office equipment.

The employee generally has contact with the other DPW personnel, private waste disposal companies, property owners, business owners, town departments, state agencies, and the general public.

Errors could result in personal injury, injury to others, poor public relations, delay or loss of service and damage to equipment.

PERFORMANCE STANDARD

Employees at all levels are expected to effectively work together to meet the needs of the community and the organization through work behaviors demonstrating the Town's Values. Employees are also expected to lead by example and demonstrate the highest level of ethics.

RECOMMENDED MINIMUM QUALIFICATIONS

Knowledge, Ability and Skill

- Ability to communicate effectively with all levels of Town government, officials from State and local government, community agencies and the public.
- Ability to read and interpret manuals, ordinances and other related documents pertaining to departmental and recycling activities.
- Ability to prepare a wide variety of reports, correspondence, newsletters and other documents pertaining to the activities of the department and recycling programs to include design, development, composition and style content.
- Ability to plan, supervise and evaluate the work of subordinate staff.
- Ability to read and follow oral and written instructions.

EDUCATION AND EXPERIENCE

Associate's degree in business, marketing or position related field and 3 -5 years of progressively responsible administrative or marketing experience preferably in a municipal environment; or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

PHYSICAL REQUIREMENTS

Most work performed in an office; some work is performed in the field; moderate physical effort is often required when performing field duties. The employee is frequently required to hear and speak and routinely is required to walk, stand, sit, crouch, crawl, stoop, and climb. The employee is required to work in adverse weather conditions and lift or move items weighing up to 50 pounds

ADDITIONAL REQUIREMENTS

Valid Driver's License

DEP Hazardous Waste Training

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

3. Position Control #: _____ Prior Incumbent: _____

a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

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2. _____

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3. _____

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9. I have considered the following alternatives to filling this position:

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature:	<u>Erin Gallentine</u>	Date:	<u>9/15/21</u>
Human Resources Director:	<u>Ane H Braga</u>	Date:	<u>09/15/2021</u>
Town Administrator:	_____	Date:	_____

14. Approvals:

Date on BOS Agenda:	_____	Date Approved:	_____
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15. Notes:

GARDENER LABORER

PRIMARY PURPOSE

Manual labor and equipment operation relating to maintenance of parks, playgrounds, fields and other facilities; other related work, as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Perform a range of manual labor, including mowing lawns and fields, sweeping and blowing walkways, picking up litter, and rebuilding baseball diamonds; clean tennis courts, weed fence lines, mulch playgrounds, empty barrels in parks; plant flowers and bushes.

Rake leaves; pick up sticks; inspect play equipment and report damage to equipment, fences, and trees; trim hedges; prune trees and shrubs; make pathway improvements and repairs; remove graffiti.

Operate vehicles and equipment, such as trucks, fork lift, bobcat, ballfield conditioner, tractor, and other equipment; transport personnel and materials to and from job sites; conduct safety inspections of vehicles to ensure proper operation.

Prepare for funerals and dig graves; perform top dressing of graves, such as loaming, seeding and watering; build monument bases and dig and pour cement.

Perform field maintenance, such as overseeding with tractor or overseeder; paint lines for soccer, football, and lacrosse; roll and aerate fields; fill sand boxes; prepare pitcher's mounds; close and winterize fields; put up and dismantle nets and polls; clean courts of leaves and debris; store equipment.

May work at the skating rink to make and remove ice, paint ice surface, keep maintenance logs of ice making equipment, drive Zamboni machine to scrape, clean and make ice, and maintain equipment.

Plow snow, sand and shovel snow around public buildings; maintain power equipment, such as mowers and blowers, including lubrication and sharpening of blades.

Perform similar or related work as required, or as situation dictates.

SUPERVISION

Works under the direct supervision of the Zone Manager, following department rules, regulations and policies to complete assignments; the supervisor provides general and specific instructions; work is checked by the supervisor.

WORK ENVIRONMENT

Work is performed outside in field conditions, with exposure to constant loud noise and potential exposure to equipment with moving mechanical parts and traffic; work may be performed in adverse weather conditions, with exposure to hazards associated with trash pick-up, sanding and plowing, and use of heavy equipment. The workload is subject to seasonal fluctuations which can generally be anticipated. The employee responds to weather and other emergency situations.

5.E.

The employee operates hand, power and pneumatic tools, trucks and light equipment.

The employee has contact with other DPW employees.

Errors could result in personal injury, injury to others, unsanitary conditions, poor public relations, delay or loss of service and damage to equipment.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

High school diploma; two years of experience performing labor, driving trucks and using light equipment; experience working on grounds maintenance projects and performing snow and ice removal; experience in landscaping desirable; or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENT

Valid Driver's License, Class D

KNOWLEDGE, ABILITY AND SKILL

Knowledge of equipment operation and maintenance, safety practices and work zone safety, labor practices and grounds maintenance activities; basic knowledge of landscaping.

Ability to drive and operate light equipment, assist other personnel on projects, lift heavy objects, read plans and diagrams, recognize maintenance or repair needs of vehicles and equipment.

Equipment operation and driving skills.

PHYSICAL REQUIREMENTS

Strenuous physical effort is required. The employee is frequently required to use hands to operate equipment, walk, stand, speak, hear, reach with hands and arms, crouch, crawl, stoop, climb, and continuously lift or move items weighing up to 100 pounds. The employee is required to work in adverse weather conditions. Vision requirements include the ability to read routine documents and operate equipment and vehicles.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

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a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

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2. _____

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3. _____

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9. I have considered the following alternatives to filling this position:

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature:	<u><i>Jim Gallentine</i></u>	Date:	<u>9/15/21</u>
Human Resources Director:	<u><i>Ane H Braga</i></u>	Date:	<u>09/15/2021</u>
Town Administrator:	<u></u>	Date:	<u></u>

14. Approvals:

Date on BOS Agenda:	<u></u>	Date Approved:	<u></u>
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15. Notes:

HIGHWAY MAINTENANCE CRAFTSPERSON

PRIMARY PURPOSE

Skilled and semi skilled labor and heavy equipment operation work relating to the activities of the Highway Division; other related work, as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Construct, fabricate, maintain and repair bituminous and cement concrete roadways, sidewalks, pathways and driveway areas; may provide technical supervision and training of lower grade employees in the performance of construction work.

Operate vehicles, including dump trucks, front-end loaders, street sweepers, packers and other equipment; conduct safety inspections of vehicles to ensure that they are clean and operating properly.

Perform a range of labor activities, including removal of sand, leaves, large litter, and other debris from roadways and walkways; make pothole, road and sidewalk repairs; fill sand barrels; dig out and replace curbstones; use jack hammers, concrete saws and other equipment.

May operate truck used to pick up dumpsters at schools and town buildings; move dumpsters to different sites as needed; may pick up rubbish on predetermined route; ensure compliance with disposal rules and regulations; may drive yard waste truck to pick up yard waste and storm debris.

During snow and ice emergencies, drive sanders, plows, and front-end loaders, remove snow and ice, and sand streets.

Notify other departments of observed problems, such as debris in the street, downed tree limbs, water main breaks, and broken or flooded catch basins.

Perform similar or related work as required, or as situation dictates.

SUPERVISION

Works under the direct supervision of the Working Foreman, or other supervisor, following department rules, regulations and policies to complete assignments; the supervisor provides general and specific instructions; work is checked by the supervisor.

SUPERVISORY RESPONSIBILITIES

May exercise technical supervision over several full-time employees.

WORK ENVIRONMENT

Work is performed outside in field conditions, with exposure to constant loud noise and

5.E.

potential exposure to equipment with moving mechanical parts and traffic; outdoor work may be performed in adverse weather conditions with exposure to hazards associated with trash pick-up, sanding and plowing, and use of heavy equipment. The workload is subject to seasonal fluctuations which can generally be anticipated. The employee responds to weather and other emergency situations.

The employee operates a heavy truck and uses hand, power and pneumatic tools and operates light and heavy equipment.

The employee has contact with other DPW employees, contractors and utility company personnel.

Errors could result in personal injury, injury to others, unsanitary conditions, poor public relations, delay or loss of service and damage to equipment.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

High school diploma; two years of experience performing manual labor and driving heavy equipment and trucks; experience working with concrete; experience working on construction projects, roadway projects or other maintenance and utility projects and performing snow and ice removal; or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

Valid Commercial Driver's License, Class B

Valid MA Hoisting Engineer's License

KNOWLEDGE, ABILITY AND SKILL

Knowledge of equipment operation and maintenance, safety practices and work zone safety, chemical additives and environmental conditions affecting the structural integrity of concrete; general knowledge of construction codes.

Ability to drive and operate potentially dangerous equipment, assist other personnel on projects, lift heavy objects, read blueprints, plans and diagrams, recognize maintenance or repair needs of vehicles and equipment, lift heavy objects and perform strenuous labor, and work with other personnel.

Equipment operation and driving skills.

PHYSICAL REQUIREMENTS

Strenuous physical effort is required to perform work in the field. The employee is frequently required to use hands to operate equipment, walk, stand, sit, speak, hear, reach with hands and arms, and crouch, crawl, stoop, and climb. The employee is required to work in adverse weather conditions, continuously mount and dismount from a truck and lift or move items weighing up to 100 pounds. Vision requirements include the ability to read routine documents and operate equipment and vehicles.

*Brookline, Massachusetts
Highway Maintenance Craftsperson - Highway & Sanitation Division*

2

5.E.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

3. Position Control #: _____ Prior Incumbent: _____

a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

–

2. _____

–

3. _____

–

9. I have considered the following alternatives to filling this position:



10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature:	<u></u>	Date:	<u>9/15/21</u>
Human Resources Director:	<u></u>	Date:	<u>09/15/2021</u>
Town Administrator:	<u></u>	Date:	<u></u>

14. Approvals:

Date on BOS Agenda:	<u></u>	Date Approved:	<u></u>
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15. Notes:

HIGHWAY MAINTENANCE CRAFTSPERSON

PRIMARY PURPOSE

Skilled and semi skilled labor and heavy equipment operation work relating to the activities of the Highway Division; other related work, as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Construct, fabricate, maintain and repair bituminous and cement concrete roadways, sidewalks, pathways and driveway areas; may provide technical supervision and training of lower grade employees in the performance of construction work.

Operate vehicles, including dump trucks, front-end loaders, street sweepers, packers and other equipment; conduct safety inspections of vehicles to ensure that they are clean and operating properly.

Perform a range of labor activities, including removal of sand, leaves, large litter, and other debris from roadways and walkways; make pothole, road and sidewalk repairs; fill sand barrels; dig out and replace curbstones; use jack hammers, concrete saws and other equipment.

May operate truck used to pick up dumpsters at schools and town buildings; move dumpsters to different sites as needed; may pick up rubbish on predetermined route; ensure compliance with disposal rules and regulations; may drive yard waste truck to pick up yard waste and storm debris.

During snow and ice emergencies, drive sanders, plows, and front-end loaders, remove snow and ice, and sand streets.

Notify other departments of observed problems, such as debris in the street, downed tree limbs, water main breaks, and broken or flooded catch basins.

Perform similar or related work as required, or as situation dictates.

SUPERVISION

Works under the direct supervision of the Working Foreman, or other supervisor, following department rules, regulations and policies to complete assignments; the supervisor provides general and specific instructions; work is checked by the supervisor.

SUPERVISORY RESPONSIBILITIES

May exercise technical supervision over several full-time employees.

WORK ENVIRONMENT

Work is performed outside in field conditions, with exposure to constant loud noise and

5.E.

potential exposure to equipment with moving mechanical parts and traffic; outdoor work may be performed in adverse weather conditions with exposure to hazards associated with trash pick-up, sanding and plowing, and use of heavy equipment. The workload is subject to seasonal fluctuations which can generally be anticipated. The employee responds to weather and other emergency situations.

The employee operates a heavy truck and uses hand, power and pneumatic tools and operates light and heavy equipment.

The employee has contact with other DPW employees, contractors and utility company personnel.

Errors could result in personal injury, injury to others, unsanitary conditions, poor public relations, delay or loss of service and damage to equipment.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

High school diploma; two years of experience performing manual labor and driving heavy equipment and trucks; experience working with concrete; experience working on construction projects, roadway projects or other maintenance and utility projects and performing snow and ice removal; or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

Valid Commercial Driver's License, Class B

Valid MA Hoisting Engineer's License

KNOWLEDGE, ABILITY AND SKILL

Knowledge of equipment operation and maintenance, safety practices and work zone safety, chemical additives and environmental conditions affecting the structural integrity of concrete; general knowledge of construction codes.

Ability to drive and operate potentially dangerous equipment, assist other personnel on projects, lift heavy objects, read blueprints, plans and diagrams, recognize maintenance or repair needs of vehicles and equipment, lift heavy objects and perform strenuous labor, and work with other personnel.

Equipment operation and driving skills.

PHYSICAL REQUIREMENTS

Strenuous physical effort is required to perform work in the field. The employee is frequently required to use hands to operate equipment, walk, stand, sit, speak, hear, reach with hands and arms, and crouch, crawl, stoop, and climb. The employee is required to work in adverse weather conditions, continuously mount and dismount from a truck and lift or move items weighing up to 100 pounds. Vision requirements include the ability to read routine documents and operate equipment and vehicles.

*Brookline, Massachusetts
Highway Maintenance Craftsperson - Highway & Sanitation Division*

2

5.E.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

3. Position Control #: _____ Prior Incumbent: _____

a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

–

2. _____

–

3. _____

–

9. I have considered the following alternatives to filling this position:

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature:	<u><i>Jim Gallentine</i></u>	Date:	<u>9/15/21</u>
Human Resources Director:	<u><i>Ane H Braga</i></u>	Date:	<u>09/15/2021</u>
Town Administrator:	_____	Date:	_____

14. Approvals:

Date on BOS Agenda:	_____	Date Approved:	_____
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15. Notes:

MOTOR EQUIPMENT OPERATOR #2

PRIMARY PURPOSE

Heavy equipment operation and manual work relating to the activities of the Highway and Sanitation Division; other related work, as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Operate vehicles, including dump trucks, front-end loaders, street sweepers, packers and other equipment; transport personnel and materials to and from job sites; conduct safety inspections of vehicles to ensure they are clean and operating properly.

Perform a range of labor activities, including removal of sand, leaves, large litter, and other debris from roadways and walkways; make pothole, road and sidewalk repairs; fill sand barrels; dig out and replace curbstones; use jack hammers, concrete saws and other equipment; dig out and repair roadways and sidewalks.

Open catch basins for flooding; perform storm clean-up work; wash equipment.

Pick up rubbish and yard waste on predetermined route; ensure that proper disposal rules and regulations are followed and only permissible trash is collected.

May operate truck used to pick up dumpsters at schools and town buildings; move dumpsters to different sites, as needed.

May drive yard waste truck to pick up yard waste and storm debris and dump waste in the leaf compost; deliver recycling bins, composters and toters to residents requesting them.

During snow and ice emergencies, drive sanders, plows, and front-end loaders, remove snow and ice, and sand streets.

Notify other departments of observed problems, such as debris in the street, downed tree limbs, water main breaks, and broken or flooded catch basins.

Perform similar or related work as required, or as situation dictates.

SUPERVISION

Works under the direct supervision of the Working Foreman, or other supervisor, following department rules, regulations and policies to complete assignments; supervisor provides general and specific instructions, work is checked by the supervisor.

WORK ENVIRONMENT

Work is performed outside in field conditions, with exposure to constant loud noise and potential exposure to equipment with moving mechanical parts and traffic; work may be performed in adverse weather conditions with exposure to hazards associated with trash pick-up, sanding and

*Brookline, Massachusetts
Motor Equipment Operator #2 - Highway & Sanitation Division*

5.E.

plowing, and use of heavy equipment. The workload is subject to seasonal fluctuations which can generally be anticipated. The employee responds to weather and other emergency situations.

The employee operates a heavy truck and uses hand, power and pneumatic tools and operates light and heavy equipment.

The employee has contact with other DPW employees, contractors and utility company personnel.

Errors could result in personal injury, injury to others, unsanitary conditions, poor public relations, delay or loss of service and damage to equipment.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

High school diploma; one or two years of experience performing labor work and driving heavy equipment and trucks; experience working on construction projects, roadway projects or other maintenance or utility projects and performing snow and ice removal; or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

Valid Commercial Driver's License, Class B

Valid MA Hoisting Engineer's License

KNOWLEDGE, ABILITY AND SKILL

Knowledge of equipment operations and maintenance, safety practices and work zone safety, labor practices and highway maintenance and repair practices.

Ability to drive and operate potentially dangerous equipment, assist other personnel on projects, lift heavy objects, read plans and diagrams, recognize maintenance or repair needs of vehicles and equipment, and perform strenuous labor.

Equipment operation and driving skills.

PHYSICAL REQUIREMENTS

Strenuous physical effort is required when performing field duties. The employee is frequently required to use hands to operate equipment, walk, stand, sit, speak, hear, reach with hands and arms, crouch, crawl, stoop, and climb. The employee is required to work in adverse weather conditions, continuously mount and dismount from a truck, and lift or move items weighing up to 100 pounds. Vision requirements include the ability to read routine documents and operate equipment and vehicles.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

One Day Temporary Alcohol license

Applicant: The Longwood Cricket Club
Location: 564 Hammond Street (Rear tennis courts)

Application Details:

A Temporary Wine and Malt Beverages Non Sales License to The Longwood Cricket Club to be held on Wednesday, September 22, 2021 for Dinner after tennis exhibition from 3:00PM – 11:00PM at the rear of 564 Hammond Street (located in Brookline). 300 people expected to attend.

A Temporary Wine and Malt Beverages Non Sales License to The Longwood Cricket Club to be held on Thursday, September 23, 2021 for Dinner after tennis outing from 4:00PM – 11:00PM at the rear of 564 Hammond Street (located in Brookline). 300 people expected to attend.

Report:

Police Department (Approved)

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Mark Morgan, Acting Chief of Police

FROM: Melvin Kleckner, Town Administrator

RE: Temporary - One Day Alcohol License

DATE: September 13, 2021

May we please have a report on the attached request for:

A Temporary **Wine and Malt** Beverages Non Sales License to The Longwood Cricket Club to be held on Wednesday, September 22, 2021 for Dinner after tennis exhibition from 3:00PM – 11:00PM at rear of 564 Hammond Street (located in Brookline). 300 people expected to attend.

A Temporary **Wine and Malt** Beverages Non Sales License to The Longwood Cricket Club to be held on Thursday, September 23, 2021 for Dinner after tennis outing from 4:00PM – 11:00PM at rear of 564 Hammond Street (located in Brookline). 300 people expected to attend.

This application will go before the Board on **September 21, 2021**. May we please have the report no later than **September 15, 2021**.

Thank you.



BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

MARK P. MORGAN
ACTING CHIEF OF POLICE

To: Chief Mark P. Morgan

From: Lt. Michael P. Murphy #31

Date: 15 September 2021

Re: The Longwood Cricket Club – Two, 1-Day Wine & Malt Licenses-September 22nd
and September 23rd- Tennis Exhibition

Sir,

The Longwood Cricket Club (564 Hammond St., Chestnut Hill, MA 02467), through Atty. Steffani Boudreau of the Law Office of Robert L. Allen, has applied for two Section 14 One Day Licenses for Wine & Malt Beverages to be served at a two-day Tennis Exhibition with Club dinners. The Exhibition will commence on Wednesday, September 22nd, 2021, from 3:00 PM – 11:00 PM and Thursday, September 23rd, 2021, between 4:00 PM – 11:00 PM.

Mr. Fred H. Groen, Club General Manager, will be the responsible manager on site for this event and will ensure compliance with all applicable Federal, State, and local laws, regulations, ordinances, and any conditions on the permit.

Mr. Groen is expecting up to three hundred member / guests to attend the Exhibition daily. All wine and malt beverages at this event will be served by certified Tips certified bartenders. Copies of their certifications in the safe service of alcohol have been submitted. Crowd Manager Certifications and a certificate of liability insurance were also submitted. All alcohol will be kept in a locked storage area on the property.

I find no reason to deny this application. Thank you.

Respectfully Submitted,
Lt. Michael P. Murphy #31





300 WASHINGTON ST.
SECOND FLOOR
BROOKLINE, MA 02445

P. (617) 383-6000
F. (617) 383-6001

September 13, 2021

VIA HAND DELIVERY

Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 02445

**RE: Temporary Liquor License Application
Longwood Cricket Club**

Dear Members of the Board of Selectmen:

I write on behalf of The Longwood Cricket Club, regarding its Application for a Temporary Liquor License for September 22 and September 23, 2021. In support of this application, kindly find the following two (2) sets of the documents enclosed (one for each event):

- Application for Temporary Alcoholic Beverages License
- Copy of Government ID
- Certificate of Insurance
- Crowd Management Certificate
- TIP's Certification for server

Kindly place each of these matter on the Board of Selectman's Agenda on September 14, 2021. Please be in contact at my above telephone number if you have any concerns or if any further information is required.

Thank you for your assistance.

Best Regards,

A handwritten signature in black ink, appearing to read 'Steffani Boudreau', with a long, sweeping horizontal line extending to the right.

Steffani Boudreau

Enclosures

cc: Mr. Fred Groen



'21 SEP 13 PM 4:32

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

**APPLICATION FOR A TEMPORARY
ALCOHOLIC BEVERAGES LICENSE**

ON TOWN PROPERTY Yes ☐ No ☒

WINE & MALT ☒ ALL ALCOHOL (non profit only) ☐

Date: 9/22/21

I hereby make application for a TEMPORARY ALCOHOLIC BEVERAGES LICENSE for the purpose
of selling and dispensing alcoholic beverages permitted by law at a
dinner after a tennis exhibition

(state weather meeting, banquet, concert, picnic, wedding, etc.)

Longwood Cricket Club

which is to be held by _____
(Name of Organization)

564 Hammond Street

(Address of Organization)

a 501c7 organization, on the 22 day of September

between the hours of 3 p.m. - 11 p.m. at the following described place:

during and following a tennis exhibition to be performed for Longwood Club members

[NOTE: Under state law, temporary licensees may not sell alcoholic beverages between the hours of 2:00AM and 8:00AM]

State law permits issuance of a temporary license to sell alcohol only to the responsible manager of an organization.

5.F.

The above organization represents and warrants that the following individual is the organization's responsible manager:

Name: Fred Groen Address: [REDACTED]

Title: GM Date of Birth: [REDACTED]

Telephone number(s) (24-hour contact information): 312-550-6455

Email address (es): fgroen@longwoodcricket.com

Complete name and address of officer of the organization applying:

Name: Stan Mescon Title: President Address: 84 Duncklee Street Newton, MA

Name: _____ Title: _____ Address: _____

Name: _____ Title: _____ Address: _____

1) How many cases or barrels, etc. of alcohol beverages are to be available for sale?

Estimate 20 cases of beer and wine for sale

2) What is the maximum number of people to attend? 300

3) What is the age group of people to attend? all ages

4) Are you charging an admission fee? ☐ Yes ☒ No

5) Are you charging for alcoholic beverages? ☒ Yes ☐ No

6) Is the event open to the public? ☐ Yes ☒ No

7) Are tickets to the event available for purchase? ☐ Yes ☒ No

8) Will the event feature a bar? ☒ Yes ☐ No

If yes to the above, please attach the Massachusetts Department of Fire Services' Crowd Manager Regulations and Training Program Certificate to application. This on-line training may be found at: <https://www.mass.gov/crowd-manager-regulations-and-training-program>

9) How will alcoholic beverages be dispensed or served and by whom? Please state the name, addresses and telephone numbers of all person(s) serving alcoholic beverages.

canned or bottled beer, wine by the glass by TIP certified servers

10) State whether or not the person(s) dispensing or serving alcohol received TIPs certification or equivalent safe-service-of-alcohol training, and the date(s) of any such certification or training. (PLEASE ATTACH DOCUMENTATION PERTAINING TO SUCH CERTIFICATION OR TRAINING):

Bartender has TIPs Certificate and Crowd Manager Certificate and all servers will be TIPs certified

5.F.

11) If any attending are under the age of 21, what method will be used to check I.D.s and what procedures will be followed to make certain that those under the age of 21 are not served and are not allowed to consume alcoholic beverages? TIPs certified servers will be asking for id's

12) Will a police detail or other types of security be provided? ☐ Yes ☒ No

If "yes" what type and how many? _____

Note: Police details are arranged for by contacting the Brookline Police Department.

13) If different from the responsible manger identified above, please state the name, address age, and 24-hour contact information of the official employee or representative of the organization who will be physically present at the event and who has been duly authorized by the organization to be responsible for supervising the event to ensure compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and maintenance of order and decorum:

(Name)

(Address)

(Date of Birth)

Telephone number(s) (24-hour contact information): _____

Email Address(es): _____

14) Does the organization have a pending application for a license as a common victualler, innholder or club? Is the premises for which a temporary license is sought already the subject of a liquor license? ☐ Yes ☒ No

If the answer is yes to either question, please detail: _____

15) Please describe the portion(s) of the premises where the sale, storage and/or furnishing of alcohol will take place, including a specification and description of all indoor and outdoor portions of the premises (e.g., in the case of a function, table areas, bars, dance floors, tented area, etc.): The Brookline portion of Longwood Cricket Club under a tent and on a brick walkway

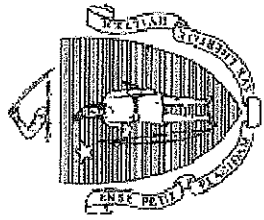
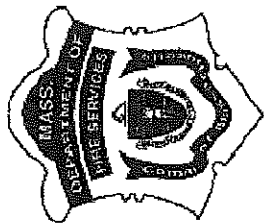
Town Property Use: In the event that the applicant seeks to use a Town Property in connection with the event that is the subject of this application, this application must be accompanied by proof that the application has secured and that there is in effect during the period of time for which the license is sought, a general liability policy naming the Town as an additional insured, or, if the general liability policy exempts alcohol-related incidents or occurrences, a liquor liability policy naming the Town as an additional insured. By signing this application, the organization and its officers, employees, agents and representatives absolve the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's proposed use. By signing this application, the organization agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the use, and agrees to indemnify the Town for any expenses the Town incurs in restoring the property to its condition prior to the use in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

Certification: I certify that I, as the responsible manager of the organization, have been duly authorized to apply for this license on behalf of the organization, and that I will be responsible for the organization's compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and for the maintenance of order and decorum at the event.



Signature of Responsible Manager

Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal



Certificate of Completion

This certifies that

Dumont Gregory

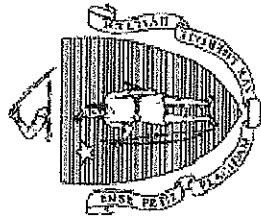
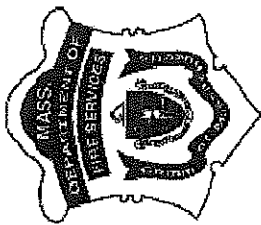
Successfully completed the Crowd Manager Training Program
In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: September 9, 2021

Expires: September 9, 2024
 Certificate #: a7WsNlPzyeB9Dwa

Peter Ostroskey
 State Fire Marshal

Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal



Certificate of Completion

This certifies that

King Martin

Successfully completed the Crowd Manager Training Program
In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: September 10, 2021

Expires: September 10, 2024
 Certificate #: FmLzYfxLniobRlc

Peter Ostroskey
 State Fire Marshal



LONGCRI-01

SABREAU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: PHONE (A/C, No, Ext): (781) 792-3200 FAX (A/C, No): (781) 792-3400 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058 INSURER B: Independence Casualty Insurance Company 11984 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Longwood Cricket Club Inc. 564 Hammond Street Chestnut Hill, MA 02467-1712	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2294298	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 LIQUOR \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2294298	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB774787	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCI00085311	9/1/2021	9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Function to be held on Sept. 23, 2021

CERTIFICATE HOLDER

CANCELLATION

Town of Brookline Office of Select Board 333 Washington Street Brookline, MA 02445	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.1
For coursework completed on May 27, 2021
provided by Health Communications, Inc.
is hereby granted to:

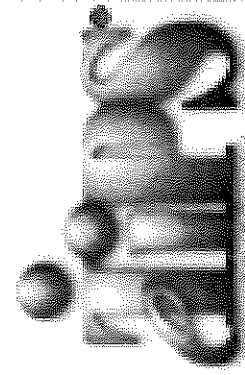
Cheryl Lefave

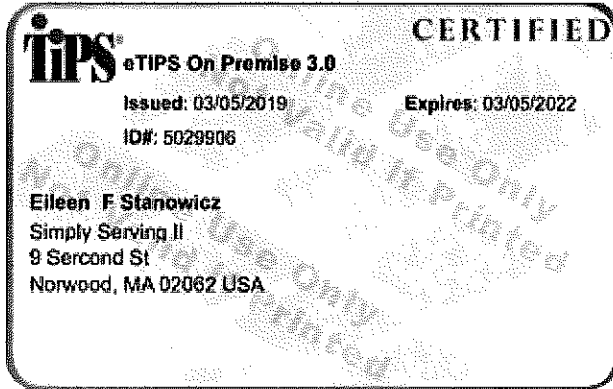
Certification to be sent to:

**Simply Serving II
22 Sherman Ave
Nahant MA, 01908-1177 USA**

HC
HEALTH COMMUNICATIONS, INC.

This document is not a part of TIPS certification. It is a record of TIPS certification. All are required to maintain the record. Valid certification is required for all TIPS certification.







'21 SEP 13 PM 4:32

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

**APPLICATION FOR A TEMPORARY
ALCOHOLIC BEVERAGES LICENSE**

ON TOWN PROPERTY Yes ☐ No ☒

WINE & MALT ☒ ALL ALCOHOL (non profit only) ☐

Date: 9/23/21

I hereby make application for a TEMPORARY ALCOHOLIC BEVERAGES LICENSE for the purpose
of selling and dispensing alcoholic beverages permitted by law at a
dinner after a tennis outing

(state weather meeting, banquet, concert, picnic, wedding, etc.)

Longwood Cricket Club for the benefit of Tenacity
which is to be held by _____

(Name of Organization)

564 Hammond Street

(Address of Organization)

a 501c3 organization, on the 23 day of September

between the hours of 4 p.m. - 11 p.m. at the following described place:

Tent and brickway

[NOTE: Under state law, temporary licensees may not sell alcoholic beverages between the
hours of 2:00AM and 8:00AM]

State law permits issuance of a temporary license to sell alcohol only to the responsible
manager of an organization.

The above organization represents and warrants that the following individual is the organization's responsible manager:

Name: Fred Groen Address: [REDACTED]
 Title: GM Date of Birth: [REDACTED]
 Telephone number(s) (24-hour contact information): 312-550-6455
 Email address (es): fgroen@longwoodcricket.com

Complete name and address of officer of the organization applying:

Name: Stan Mescon Title: President Address: 84 Duncklee Street Newton, MA
 Name: _____ Title: _____ Address: _____
 Name: _____ Title: _____ Address: _____

1) How many cases or barrels, etc. of alcohol beverages are to be available for sale?
Estimate 20 cases of beer and wine for sale

2) What is the maximum number of people to attend? 300

3) What is the age group of people to attend? all ages

4) Are you charging an admission fee? ☐ Yes ☒ No

5) Are you charging for alcoholic beverages? ☒ Yes ☐ No

6) Is the event open to the public? ☐ Yes ☒ No

7) Are tickets to the event available for purchase? ☐ Yes ☒ No

8) Will the event feature a bar? ☒ Yes ☐ No

If yes to the above, please attach the Massachusetts Department of Fire Services' Crowd Manager Regulations and Training Program Certificate to application. This on-line training may be found at: <https://www.mass.gov/crowd-manager-regulations-and-training-program>

9) How will alcoholic beverages be dispensed or served and by whom? Please state the name, addresses and telephone numbers of all person(s) serving alcoholic beverages.
canned or bottled beer, wine by the glass by TIP certified servers

10) State whether or not the person(s) dispensing or serving alcohol received TIPs certification or equivalent safe-service-of-alcohol training, and the date(s) of any such certification or training. (PLEASE ATTACH DOCUMENTATION PERTAINING TO SUCH CERTIFICATION OR TRAINING):

Bartender has TIPs Certificate and Crowd Manager Certificate and all servers will be TIPs certified

5.F.

11) If any attending are under the age of 21, what method will be used to check I.D.s and what procedures will be followed to make certain that those under the age of 21 are not served and are not allowed to consume alcoholic beverages? TIPs certified servers will be asking for Id's

12) Will a police detail or other types of security be provided? ☐ Yes ☒ No

If "yes" what type and how many? _____

Note: Police details are arranged for by contacting the Brookline Police Department.

13) If different from the responsible manger identified above, please state the name, address age, and 24-hour contact information of the official employee or representative of the organization who will be physically present at the event and who has been duly authorized by the organization to be responsible for supervising the event to ensure compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and maintenance of order and decorum:

(Name)

(Address)

(Date of Birth)

Telephone number(s) (24-hour contact information): _____

Email Address(es): _____

14) Does the organization have a pending application for a license as a common victualler, innholder or club? Is the premises for which a temporary license is sought already the subject of a liquor license? ☐ Yes ☒ No

If the answer is yes to either question, please detail: _____

15) Please describe the portion(s) of the premises where the sale, storage and/or furnishing of alcohol will take place, including a specification and description of all indoor and outdoor portions of the premises (e.g., in the case of a function, table areas, bars, dance floors, tented area, etc.): The Brookline portion of Longwood Cricket Club under a tent and on a brick walkway

Town Property Use: In the event that the applicant seeks to use a Town Property in connection with the event that is the subject of this application, this application must be accompanied by proof that the application has secured and that there is in effect during the period of time for which the license is sought, a general liability policy naming the Town as an additional insured, or, if the general liability policy exempts alcohol-related incidents or occurrences, a liquor liability policy naming the Town as an additional insured. By signing this application, the organization and its officers, employees, agents and representatives absolve the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's proposed use. By signing this application, the organization agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the use, and agrees to indemnify the Town for any expenses the Town incurs in restoring the property to its condition prior to the use in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

Certification: I certify that I, as the responsible manager of the organization, have been duly authorized to apply for this license on behalf of the organization, and that I will be responsible for the organization's compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and for the maintenance of order and decorum at the event.



Signature of Responsible Manager



LONGCRI-01

SABREAU

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: PHONE (A/C, No, Ext): (781) 792-3200		FAX (A/C, No): (781) 792-3400
	E-MAIL ADDRESS:		
INSURED Longwood Cricket Club Inc. 564 Hammond Street Chestnut Hill, MA 02467-1712	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company		18058
	INSURER B : Independence Casualty Insurance Company		11984
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

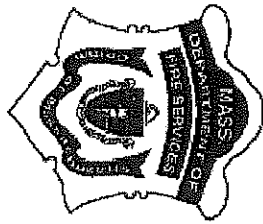
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2294298	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 LIQUOR \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2294298	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB774787	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCI00085311	9/1/2021	9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Function to be held on Sept. 23, 2021

CERTIFICATE HOLDER

CANCELLATION

Town of Brookline Office of Select Board 333 Washington Street Brookline, MA 02445	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal

Certificate of Completion

This certifies that

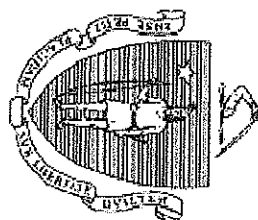
King Martin

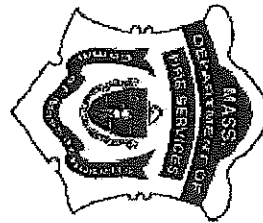
Successfully completed the Crowd Manager Training Program
In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: September 10, 2021

Expires: September 10, 2024
 Certificate #: FmlZYfXlmiobRlc

Peter Ostroskey
 State Fire Marshal





Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal

Certificate of Completion

This certifies that

Dumont Gregory

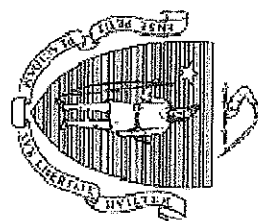
Successfully completed the Crowd Manager Training Program
In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: September 9, 2021

Expires: September 9, 2024

Certificate #: a7W5NIPzyeB9Dwa

Peter Ostroskey
 State Fire Marshal



Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.1

For coursework completed on May 27, 2021
provided by Health Communications, Inc.

is hereby granted to:

Cheryl Lefave

Certification to be sent to:

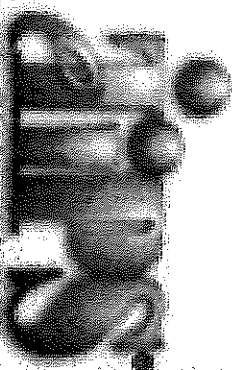
Simply Serving II

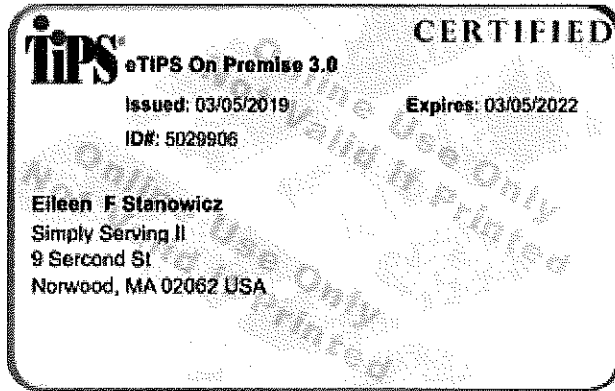
22 Sherman Ave

Nahant MA, 01908-1177 USA

HC

HEALTH COMMUNICATIONS, INC.





One Day Temporary Alcohol license

Applicant: Karen Hasenfus
DBA: Larz Anderson Auto Museum
Location: 15 Newton Street

Application Details:

A Temporary Wine and Malt Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Friday, September 24, 2021 for 30th Wedding Anniversary from 6:00PM – 11:00PM at 15 Newton Street. 150 people expected to attend

Report:

Police Department (Approved)

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Mark Morgan, Acting Chief of Police
FROM: Melvin Kleckner, Town Administrator
RE: Temporary - One Day Alcohol License
DATE: September 14, 2021

May we please have a report on the attached request for:

A Temporary **Wine and Malt** Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Friday, September 24, 2021 for 30th Wedding Anniversary from 6:00PM – 11:00PM at 15 Newton Street. 150 people expected to attend.

This application will go before the Board on **September 21, 2021**. May we please have the report no later than **September 16, 2021**.

Thank you.



MARK P. MORGAN
ACTING CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 15 September 2021

RE: Temporary Wine and Malt Beverage – One Day Permit – Non-Sales – 9/24/2021
Larz Anderson Auto Museum

Sir,

The Larz Anderson Auto Museum, through Operations and Events Manager Karen Hasenfus, has applied for a Section 14 One Day Permit for Wine and Malt Beverages for a Wedding Anniversary to be held on Friday, September 24th, 2021, from 6:00 PM to 11:00 PM.

Ms. Karen Hasenfus and/or Ms. Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state, and local laws, regulations, ordinances, and any conditions on the permit, as well as previously discussed conditions.

The event is not open to the public, no admission fee will be charged, and guests will not be charged for alcoholic beverages. Organizers are expecting no more than 150 guests to attend. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by Max Ultimate Food, (617) 427-9799, who employs certified Tips bartenders. The caterer has submitted a copy of their bartender certification in the safe service of alcohol. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt. Heavey was notified of the application.

I see no reason to oppose this application.

Respectfully submitted,
Lt. Michael P. Murphy #31



**TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (NON SALES /WINE & BEER ONLY)**

Date September 14, 2021

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

30th Wedding Anniversary Celebration
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum
(Name of Person or Organization)

15 Newton Street , Brookline MA 02445
(Address of Person or Organization)

On the 24th day of September, 2021

Between the hours of 6:00 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: Northrup Knox Title: President Address: 699 High Street Dedham

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Mark Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

4 cases each wine and beer

2) What is the maximum number of people to attend? 150

3) What is the age group of people to attend? 50

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided Max Ultimate Food (617) 427-9799

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Sylvia Passley Harris	Clyde St.	Brookline MA	05/26/1955
Karen Hasenfus	74 Main Street	Medfield MA	09/29/1954
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547 (617) 283-7265

Email Address: khasenfus@larzanderson.org feonapassley@hotmail.com

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol related incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.



Signature

Name Printed

Title (if on the behalf of an Organization)

Address

Telephone number(s)

Email address(es)

Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.0

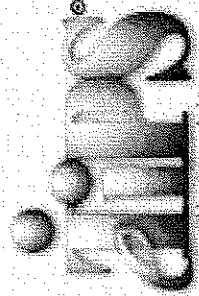
For coursework completed on September 27, 2018
provided by Health Communications, Inc.

is hereby granted to:

Robert Perino

Certification to be sent to:

**Max Ultimate Food
10 Newmarket Sq
Boston MA, 02118-2601 USA**



HEALTH COMMUNICATIONS, INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be provided to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326		CONTACT NAME: Randi K. Nowell, CPCU, ARM PHONE (A/C, No, Ext): 404-995-3102 FAX (A/C, No): E-MAIL ADDRESS: Compasscerts@Marsh.com	
INSURED Restaurant Associates, Inc. A division of Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217		INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Ins Co. of Pittsburgh PA INSURER B : AIU Insurance Co INSURER C : ACE Property And Casualty Ins Co INSURER D : INSURER E : INSURER F :	
CN102632071-Compa-UMB10-20- RESTA RESTA		NAIC # 19445 19399 20699	

COVERAGES

CERTIFICATE NUMBER:

ATL-005321091-01

REVISION NUMBER: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL 1728994	09/30/2020	09/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY		CA 4594426 (AOS)	09/30/2020	09/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		CA 4594429 (VA)	09/30/2020	09/30/2021	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		CA 4594427 (MA)	09/30/2020	09/30/2021	BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA4594431 (Garage Liability)	09/30/2020	09/30/2021	PROPERTY DAMAGE (Per accident) \$
			Self Insured for Physical Damage			\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		XOO G27738631	09/30/2020	09/30/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 045886802 (AOS)	09/30/2020	09/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WC 045886807 (CA)	09/30/2020	09/30/2021	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 045886803 (FL)	09/30/2020	09/30/2021	E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B			WC 045886808 (NY)	09/30/2020	09/30/2021	
A	Liquor Liability		GL1728990	09/30/2020	09/30/2021	Each Common Cause \$ 1,000,000
			SIR: \$1,000,000			Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: For an event to take place at the Larz Anderson Auto Museum on Friday, September 24, 2021

Larz Anderson Museum and the Town of Brookline is/are included as Additional Insured with respect to the General Liability, Auto Liability, Liquor Liability and Umbrella liability policies referenced herein per written contract or agreement subject to policy terms, conditions, and exclusions and where permitted by law.

CERTIFICATE HOLDER

CANCELLATION

Larz Anderson Museum c/o Town of Brookline 333 Washington Street Brookline, MA 02445	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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AGENCY CUSTOMER ID: CN102832071

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED Restaurant Associates, Inc. A division of Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation Continued:
 Carrier: New Hampshire Insurance Company
 Policy Number: WC 045886804
 Effective Date: 09/30/2020
 Expiration Date: 09/30/2021
 Policy Covers States of: MA, WI,
 Stop Gap Coverage: ND, OH, WA, WY.
 Limit:
 E.L. Each Accident: \$2,000,000
 E.L. Disease-Policy: \$2,000,000
 E.L. Disease Each Employee: \$2,000,000

Workers Compensation Continued:
 Carrier: National Union Fire Ins. Co. of PA
 Policy Number: XW C6559404
 Effective Date: 09/30/2020
 Expiration Date: 09/30/2021
 Policy Covers States of: OH (Excess WC)
 Limit:
 E.L. Each Accident: \$2,000,000
 E.L. Disease-Policy: \$2,000,000
 E.L. Disease Each Employee: \$2,000,000

ADDITIONAL INFORMATION

Umbrella Liability policy provides additional limits and follows the Additional Insured and Waiver of Subrogation provision of the above captioned underlying policies as shown, if required by written contract and permitted by law.

Workers Compensation Policy #WC045886802 (AOS POLICY) Covers the States of:
 AK,AL,AR,AZ,CO,CT,DC,DE,GA,HI,IA,ID,IL,IN,KS,KY,LA,MD,ME,MI,MN,MO,MS,MT,NC,NE,NH,NJ,NM,NV,OK,OR,PA,RI,SC,SD,TN,TX,UT,VA,VT,WV

New Common Victualler (BYOB) / Entertainment

Applicant: Emily Vena / Cobble LLC.
DBA: Barlette
Location: 318 Harvard Street, Brookline. Ma 02446

Application Details:

Question of approving the application of a new Common Victualler (BYOB) for Emily Vena / Cobble LLC d/b/a Barlette at 318 Harvard Street. Hours of operation will be Monday - Sunday 9:00 am to 11:00 pm. Hours of BYOB will be Monday - Sunday 11:00 am to 11:00 pm. Seating will consist of 16 inside seats.

Question of approving the application of a new Entertainment for Emily Vena / Cobble LLC d/b/a Barlette at 318 Harvard Street. Entertainment will consist of radio and recorded music Monday - Sunday 9:00 am to 11:00 pm.

Reports (Attached):

Health Department (Approved)
Building Department (Approved)
Police Department (Approved)
Fire Department (Approved)

MEMORANDUM

TO: Dr. Swannie Jett, Director of Health & Human Services
Daniel Bennett, Building Commissioner
Mark Morgan, Acting Chief of Police
John Sullivan, Chief of Fire

FROM: Melvin Kleckner, Town Administrator

RE: Common Victualler (BYOB) / Entertainment

DATE: August 13, 2021

May we please have reports on the attached application:

Applicant:	Emily Vena / Cobble LLC.
DBA:	Barlette
License Type:	Common Victualler (BYOB)
Location:	318 Harvard Street, Brookline. Ma 02446

Application Details:

Request of approving the application of a new Common Victualler for Emily Vena / Cobble LLC d/b/a Barlette at 318 Harvard Street. Hours of operation will be Monday - Sunday 9:00 am to 11:00 pm. Hours of BYOB will be Monday - Sunday 11:00 am to 11:00 pm. Seating will consist of 16 inside seats.

Request of approving the application of a new Entertainment for Emily Vena / Cobble LLC d/b/a Barlette at 318 Harvard Street. Entertainment will consist of radio and recorded music Monday - Sunday 9:00 am to 11:00 pm.

This application is scheduled to go before the Board on **September 21, 2021**. May we please have the reports no later than **September 14, 2021**.

Thank you.

Checklist for Common Victualler w/o Alcohol



- ☒ Common Victualler Application
 - ☒ Description of Operations
 - ☒ Copy of menu
 - ☒ Vote of Corporation
 - ☒ Litter Letter
 - ☒ Delivery description
 - ☒ Renovation Form
 - ☒ License Interview Form
 - ☒ State Tax Verification Form
 - ☒ Three letters of reference
 - ☒ A set of: a description, illustration, and/or detailed plans
 - ☒ Legal Right to Occupy, a lease or deed
 - ☒ Business Certificate (Town Clerk's Office)
 - ☐ General Liability Insurance Certificate (required prior to opening)
 - ☒ Certificate of Occupancy, Use, or Inspection (required prior to opening)
 - ☒ Workers' Compensation Form (required prior to opening)
 - ☒ Entertainment Application
 - ☒ Outdoor Seating Application
-
- ☒ Report from Brookline Police
 - ☒ Report from Building
 - ☒ Report from Fire
 - ☐ Report from Health
 - ☒ DPW (Outside seating only)



MARK P. MORGAN
ACTING CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

To: Chief Mark P. Morgan

From: Lt. Michael P. Murphy #31

Date: 14 September 2021

Re: Emily Vena / Cobble LLC. d/b/a Barlette, New CV (BYOB) & Entertainment
License: 318 Harvard St., Brookline MA 02446.

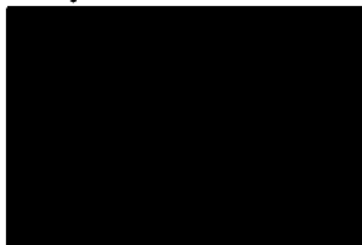
Sir,

Emily Vena / Cobble LLC., as a sole proprietor, d/b/a Barlette, has applied for a Common Victualler and Entertainment license, along with allowing patrons to BYOB for personal liquor consumption on the premises.

Barlette, and Italian cuisine restaurant, is requesting hours of operation for food service at 318 Harvard St., Monday – Sunday 9:00 am-11:00 pm. The proposed seating is limited to 16 people. Their plan is to prep and cook the food at 25 Monmouth St, (Church of Our Savior) utilizing their commercial kitchen, and transporting the food to 318 Harvard St. The space at the Arcade Building, 318 Harvard St. (Suites #38 and #39), is a 422 sq. ft. area for service. A five-year lease for the location was provided in the application.

Proposed Alcoholic beverage service hours under the Town's BYOB (Bring Your Own Bottle) program are Monday – Sunday 11:00 am – 11:00 pm.

Emily E. Vena Owner / Chef



[REDACTED]

Rachel J. Trudel

Chef /Asst.

[REDACTED]

Ms. Vena and Ms. Trudel are both certified in the safe service of alcohol.

A check of our Master Name Record system reveals one contact with Ms. Vena as a victim of a fall and transportation to the hospital. There are no contacts with Ms. Trudel. A query of other applicable law enforcement databases reveals no information that would disqualify them from approval.

Ms. Vena is also seeking the Board's approval for an Entertainment license which would allow a radio and taped music during the operating hours.

I have sent a copy of the Town's rules on food and alcohol under the BYOB program and will follow up in person with Ms. Vena and Ms. Trudel prior to the opening of Barlette.

I find no reason to deny the application at this time.

Respectfully submitted,
Lt. Michael P. Murphy #31





**TOWN OF BROOKLINE
DEPARTMENT OF PUBLIC HEALTH**

11 Pierce Street, Brookline, Massachusetts, 02445
Telephone: (617) 730-2300 Facsimile: (617) 730-2296
Website: www.brooklinema.gov

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

Dr. Swannie Jett, DrPH, MSc
Director of Public Health
& Human Services

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH
M E M O R A N D U M**

To: Melvin Kleckner,
Town Administrator
for the Select Board

From: Dr. Swannie Jett, *SJ*
Director of Public Health and Human Services

Date: 9/16/2021

Re: Barlette, DBA
318 Harvard St
Emily Vena/Cobble, LLC, Applicant

Please be advised that the Brookline Department of Public Health (BDPH) has no objection to the issuance of a Common Victualler (BYOB)/Entertainment license recommendation to the above noted establishment.

This recommendation is under the following conditions:

- The establishment is renovated to comply with Health Code requirements.
- All floor plans, applications and fees are submitted to Department as required.

7.A.

- The operator has management staff maintain Food Safety and Allergy Awareness Certifications.
- The establishment must comply with the Town of Brookline BYOB regulations.
- An odor control system should be installed and maintained to prevent excessive cooking odors should the Department receive valid nuisance complaints.
- The establishment receives a pre-operational inspection before the license is released.
- The establishment must comply with the Town By-Laws on the use of artificial Trans-Fats, Polystyrene and Offering Public Water.

S:\food SelectBoard\BarletteCVEnt2021

Tiffany Souza

From: David A Randolph
Sent: Wednesday, August 25, 2021 9:37 AM
To: Tiffany Souza
Subject: Re: Request for Report - Barlette

The Fire Department has no objections.

Sincerely,

David Randolph
 Deputy Chief
 Fire Prevention Division
 Brookline Fire Department
 (617) 730-2266 (o)
<http://www.brooklinema.gov/fireprevention>

From: Tiffany Souza <tsouza@brooklinema.gov>
Sent: Monday, August 23, 2021 12:14 PM
To: Dai Nguyen <dnnguyen@brooklinema.gov>; Dan Bennett <dbennett@brooklinema.gov>; David A Randolph <drandolph@brooklinema.gov>; Debra Mann <dmann@brooklinema.gov>; Jasmine Stokes <jstokes@brooklinema.gov>; John F. Sullivan, Chief of Dept <jfsullivan@brooklinema.gov>; Kristen Curtis <kcurtis@brooklinema.gov>; Mark Morgan <mmorgan@brooklinema.gov>; Mike Murphy - Police <mpmurphy@brooklinema.gov>; Roland Lankah <rlankah@brooklinema.gov>; Swannie Jett <sjett@brooklinema.gov>; Tiffany Souza <tsouza@brooklinema.gov>; Todd Kirrane <tkirrane@brooklinema.gov>
Subject: Request for Report - Barlette

This is BYOB

Tiffany Souza

Administrative Assistant – Licensing



Town of Brookline | Select Board's Office
 333 Washington Street, 6th FL
 Brookline, MA 02445-6853
☎: (617) 730-2203 | **📠:** (617) 730-2054



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: September 7, 2021

To: Melvin Kleckner
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: **318 Harvard St. – Suite 11** – Application from Cobble LLC, d/b/a Bartlette, Emily Vena, Owner, for a Common Victualler and Entertainment (Radio, and Taped Music) License with a seating capacity of sixteen (16) and hours of operation Monday – Sunday 9am-11pm (your memo dated August 13, 2021).

The subject property is located in a G-1.75(CC) (Coolidge Corner General Business) Business District. The use as a restaurant of less than 5,000 square feet is permitted as of right per Section 4.07, Use #30 of the Town of Brookline Zoning By-Law.

The establishment meets the requirements of the Building Code for the requested use and seating not to exceed sixteen (16). The layout and arrangement of seating will be verified during the plan review process when a plan is submitted. In addition, the establishment requires public restrooms. The applicant will be required to submit a calculation regarding the fixture count for (men's and woman's toilets) if they choose to use the Arcade Building core facilities. In the alternative, the applicant can provide a unisex handicapped accessible toilet within their tenant space. The applicant is reminded that any change in signage will require review by the Planning Board and a sign permit from this office. It should also be noted that all building, plumbing, gasfitting, wiring and mechanical work requires permits from the Building Department.

The Building Department has no objection with the application from Cobble LLC, d/b/a Bartlette, Emily Vena, Owner, for a Common Victualler and Entertainment (Radio, and Taped Music) License with a seating capacity of sixteen (16) and hours of operation Monday – Sunday 9am-11pm.



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

INSTRUCTIONS FOR APPLICANTS TO BE LICENSED AS A
COMMON VICTUALLER

- (1) Fill out and return the attached application with the following attachments to the Selectmen's Office, 333 Washington Street, Brookline, MA 02445 or email to tsouza@brooklinema.gov:
 - (a) A description, illustration, and/or detailed plan of the proposed licensed premises on 8 ½ x 11 paper (if possible) drawn to scale as may be necessary describing the placement of waiting areas, tables, chairs, stools, fixed seating, booths, service counters or bars, standing only areas, entertainment areas, dance floors, kitchen facilities, bathrooms, hallways, rooms, railing partitions and other barriers, entrances and exits, and interior doors, and describing the premises' signage and any other exterior and interior decorations or features. If there are no premises in existence at the time of the application, the applicant must submit a detailed description as described above describing the premises proposed to be constructed.
 - Floor plans must be done by an Architect or Engineer. Hand drawn plans will NOT be accepted
 - (b) Copy of food and beverages menus (including alcoholic beverages menu(s) if applicable).
 - (c) General description of the operations. The description of the operations shall include operations related to any delivery service provided, including the delivery hours, mode of transportation used, and parking arrangements for any vehicle used.
 - (d) If applicant is a corporation, submit a copy of Articles of Organization and fill out the attached Vote of Corporation Form.
 - (e) Description of a plan for the control of elimination of litter.
 - (f) Interview Form and three (3) letters of character reference.
(All individuals listed on application must supply this information.)
 - (g) If the location is currently licensed, a letter from the current licensee stating that the license will be surrendered when one is granted to the applicant.

(2) Copy of CERTIFICATE OF OCCUPANCY OR USE prior to business opening.

(3) CV FEE SCHEDULE

Common Victualler (CV) Fees:

1-50 Seats	\$445
51-100 Seats	\$575
101-200 Seats	\$700
201 or more Seats	\$765

(4) If planning on serving alcohol please fill out and submit an application for a liquor license at the State Alcohol Beverage Control Commission site: <http://www.mass.gov/abcc/forms.htm> Submit with a copy of proof of citizenship. (See Town of Brookline's Sale of Alcoholic Beverages Regulations for additional information.)

(5) LIQUOR LICENSE FEE SCHEDULE

Liquor License Fees:

All Kinds Club

Before 12:00am	\$2,350
12:01am-1:00am	\$2,600
1:01am-2:00am	\$2,850

All Kinds Common Victualler

Before 12:00am	\$3,600
12:01am-1:00am	\$4,100
1:01am-2:00am	\$4,850

Wine/Malt Common Victualler	\$2,000
All Kinds Package Stores	\$2,000
Wine/Malt Package Stores	\$1,500

Innholder

Before 12:00am	\$4,000
12:01am-1:00am	\$4,500
1:01am-2:00am	\$5,000

New liquor application fee 5% of license fee



OFFICE OF SELECTMEN
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR COMMON VICTUALLER LICENSE

DATE: August 10, 2021

LOCATION: 318 Harvard Street Ste 11 Brookline, MA 02446

APPLICANT: Emily Vena / Cobble LLC

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Barlette

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

Emily Vena	Owner / Sole Proprietor	emily.e.vena@gmail.com
------------	-------------------------	------------------------

NAME	TITLE	EMAIL ADDRESS
------	-------	---------------

856-979-7245		
--------------	--	--

TELEPHONE #

ADDRESS

NAME

TITLE

EMAIL ADDRESS

TELEPHONE #

ADDRESS

NAME

TITLE

EMAIL ADDRESS

TELEPHONE #

ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? YesIF YES, LOCATION: AND DATES: Currently at 318 Harvard Street Ste 38 & 39 Brookline 02446

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: _____

IF YES, LOCATION: AND DATES Currently at 318 Harvard Street Ste 38 & 39 Brookline 02446HOURS OF OPERATION FOR FOOD SERVICE:DAYS: Monday - Sunday HOURS: 9 am to 11 pm

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)DAYS: Monday - Sunday (BYOB) HOURS: 11 am to 11 pm

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

PLEASE NOTE:THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED)

See attached

FLOOR SPACE SQ. FT. 422 sq ft

BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? Yes

(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: INSIDE: 16 OUTSIDE: 0

Outside seating only applicable for 6 months from April 1st – September 30th.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: _____

NUMBER OF BATHROOMS : EMPLOYEE: 1 PUBLIC: 2

NUMBER OF PARKING SPACES (IF ANY): Ample public parking

NUMBER OF EMPLOYEES: 1

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the TownBy-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions _____

APPLICANT SIGNATURE Emily Vena **TITLE:** Owner **PHONE#** 856-979-7245
EMAIL ADDRESS emily.e.vena@gmail.com



RENOVATION FORM

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) Minor work done to interior including patching of walls, painting walls, painting existing floor, installing new equipment, and bar installation

(2)

(3)

(4)

(5)

(6)

DATE: 08/10/2021

SIGNATURE OF APPLICANT:

Emily Va

(PLEASE SUBMIT THREE SETS OF PLANS)

LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: CV license, entertainment license, BYOB permitNAME: Emily VenaADDRESS: [REDACTED]EMAIL ADDRESS: emily.e.vena@gmail.comPHONE #: [REDACTED]PLACE OF BIRTH: Philadelphia, PAFATHER'S NAME: John MOTHER'S MAIDEN NAME: HartleyARE YOU A CITIZEN? ☒ YES ☐ NO ALIEN CARD # _____ARE YOU A VETERAN: ☐ YES ☒ NO

RESIDENCES FOR LAST FIVE YEARS

DATE: 2011 to Present LOCATION: [REDACTED]

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EDUCATION

DATE: 2000-2004 **LOCATION:** Culinary Institute of America

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

EMPLOYMENT HISTORY

DATE: 09/2020 - Present **LOCATION:** Cobble **POSITION** Chef/owner

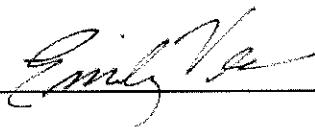
DATE: 2007-2018 **LOCATION:** La Morra **POSITION** Chef de Cuisine

DATE: _____ **LOCATION:** _____ **POSITION** _____

DATE: _____ **LOCATION:** _____ **POSITION** _____

DATE: _____ **LOCATION:** _____ **POSITION** _____

SIGNATURE:



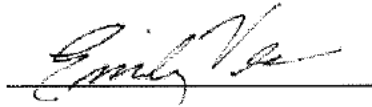
DATE: 08/10/2021

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)



STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.



*Signature of Individual

By: Corporate Officer



** Social Security #

Voluntary or Federal ID #

*This license will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to 780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

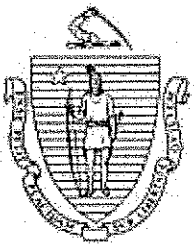
Application Agrees to terms and conditions:

APPLICANT SIGNATURE

TITLE: Chef/Owner

PHONE#: 856-979-7245

EMAIL ADDRESS: emily.e.vena@gmail.com



7.A.
The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Print Form

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Cobble LLC

Address: 7 Harvard Sq 3A

City/State/Zip: Brookline, MA 02445

Phone #: 856-979-7245

Are you an employer? Check the appropriate box:

1. ☐ I am a employer with _____ employees (full and/or part-time).*
2. ☒ I am a sole proprietor or partnership and have no employees working for me in any capacity.
[No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____

Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____

Date: 08/10/2021

Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office

6. Other _____

Contact Person: _____ Phone #: _____

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an **employee** is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An **employer** is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that **"every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required."** Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
 Department of Industrial Accidents
Office of Investigations
 1 Congress Street, Suite 100
 Boston, MA 02114-2017

Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE
 Fax # 617-727-7749
www.mass.gov/dia

APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)

☒
☐
☐
☐

Applicant - Position: OWNER Department/License: C.V.
 Volunteer - Position: _____ Department: _____
 Employee - Position: _____ Department: _____
 Contractor - Company Name: _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

[Signature]
 Applicant/Employee/Volunteer/Contractor Signature

08/10/2021

Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: VENA First Name: EMILY MI: E

Current Address: _____

Former Address(es): _____

Maiden Name or Alias (if Applicable): NA Place of Birth: PHILADELPHIA PA

Date of Birth: _____ Last 6 digits of Social Security Number: _____

Sex: F Height: 5 ft. 7 in. Race: CAUCASIAN Eye Color: HAZEL

State Driver's License Number (include State): _____ ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: HARTLEY Father's Name: JOHN JOSEPH VENA

*The Identity Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

*****For Official Use Only*****

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

APPENDIX A - CORI Acknowledgment Form

I am/an: (please check one)

☐
☐
☐
☐

Applicant - Position: _____ Department/License: _____
 Volunteer - Position: _____ Department: _____
 Employee - Position: _____ Department: _____
 Contractor - Company Name: _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature

08/10/2021

Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Trudel First Name: Rachel MI: _____
 Current Address: _____
 Former Address(es): _____
 Maiden Name or Alias (If Applicable): _____ Place of Birth: Lawrence, MA
 Date of Birth: _____ Last 5 digits of Social Security Number: _____
 Sex: F Height: 5 ft. 2 in. Race: Caucasian Eye Color: Brown
 State Driver's License Number (include State): _____ Theft Index PIN*: _____
 List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Grinde Father's Name: Charles

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

*****For Official Use Only*****

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable _____ government-issued _____ identification: _____ (List ID Type)

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

7.A.

- A. See attached floor plan and equipment list
- B. Barlette's food menu features 'elevated bar bites' that change monthly and are influenced by local and seasonal ingredients. The food menu is pre-fixed, meaning guests will not make any choices, but they will be delighted by my decisions.
- a. The beverage menu includes:
 - Filtered water
 - Sparkling water
 - Homemade shrubs
 - Homemade cocktail mixers (non-alcoholic)
 - A sample cocktail mixer menu is as follows:
 - **THE BEAUREGARDE** (pairs well with all spirits) *Our twist on a classic smash made with blueberry, mint, vanilla, and lemon*
 - **CHILLY G** (pairs well with tequila, gin, and vodka) *A spicy & smoky margarita-meets-gimlet that goes well with clear spirits*
 - **BITTER #3** (pairs well with all spirits) *An apéritivo-style cocktail made with ruby red grapefruit & bitters*
 - b. Guests are encouraged to "BYO" beer, wine, or spirits of their choice
 - c. A sample food menu is as follows:
 - **Crispy chickpeas**
salt & citrus
 - **Two Cheddars**
curds&co cheese, tarallinni, peach mustard
 - **Pickled Crudités**
local summer veg, sweet corn ranch
 - **Twisted Philly Slider**
Smoked beef -or- smoked beefsteak tomato (v), berg butter bun, smoked shishito, onion relish, provolone fonduta
 - **Ruffles & Caviar (add-on)**
chive creme fraiche
- C. All food will be prepped and cooked off-site in a commercial church commissary kitchen in the Church of Our Saviour located at 25 Monmouth Street in Brookline by me, Emily Vena. Food will be transported, reheated, and assembled at our proposed establishment in the Coolidge Corner Arcade located at 318 Harvard St #11 in Brookline.
- a. All food ingredients will be acquired by me, Emily Vena, in one of three ways: 1) through local farms such as Allandale, Ward's Berry Farm, and farmers' markets, 2) through wholesalers such as Restaurant Depot, Baldor, and Russo's, and 3) through local grocery stores such as Trader Joe's, Wholefoods, and Stop & Shop for those items that we cannot use in-bulk

7.A.

- b. All food ingredients will be transported to and from the commissary kitchen by me, Emily Vena.
 - c. All cooked food will be transported from the Church of our Saviour to the Coolidge Corner Arcade by me, Emily Vena, using a 2019 Mazda CX-5. The Mazda CX-5 will be outfitted with appropriate floor mats to protect the integrity of the vehicle from spillage. All food will be transported using appropriate hot or cold holding equipment such as coolers or insulated thermal bags.
 - d. There is ample street parking located at the Church of Our Savior and ample public parking (on-street and public lot) behind the Coolidge Corner Arcade.
 - e. All dirty dishes, silverware, pots, and pans will be washed on site using a high heat, high pressure commercial dishwasher
 - f. All clean, unused food assembly and food serving-related equipment (serving dishes, serving utensils, etc) will be stored at the proposed location of our establishment, the Coolidge Corner Arcade.
- D. Barlette will be operating under Cobble LLC (Limited Liability Company) and I am its sole proprietor.
- E. All food waste will be disposed of by way of a local composting service called Black Earth Compost. Compost will be picked up once per week at the Church of Our Saviour.
- a. All non-compostable food prep and cooking-related litter will be disposed of in a dumpster located at the Church of Our Saviour behind the church building.
 - b. All non-compostable food assembly-related waste will be disposed of in a dumpster located behind the Coolidge Corner Arcade.
- F. See attached interview form and three (3) letters of character reference

Sheet List	
Sheet Number	Sheet Name

A101	Title Sheet
A102	Dimensions
A103	Existing Conditions
A104	Furniture Plan

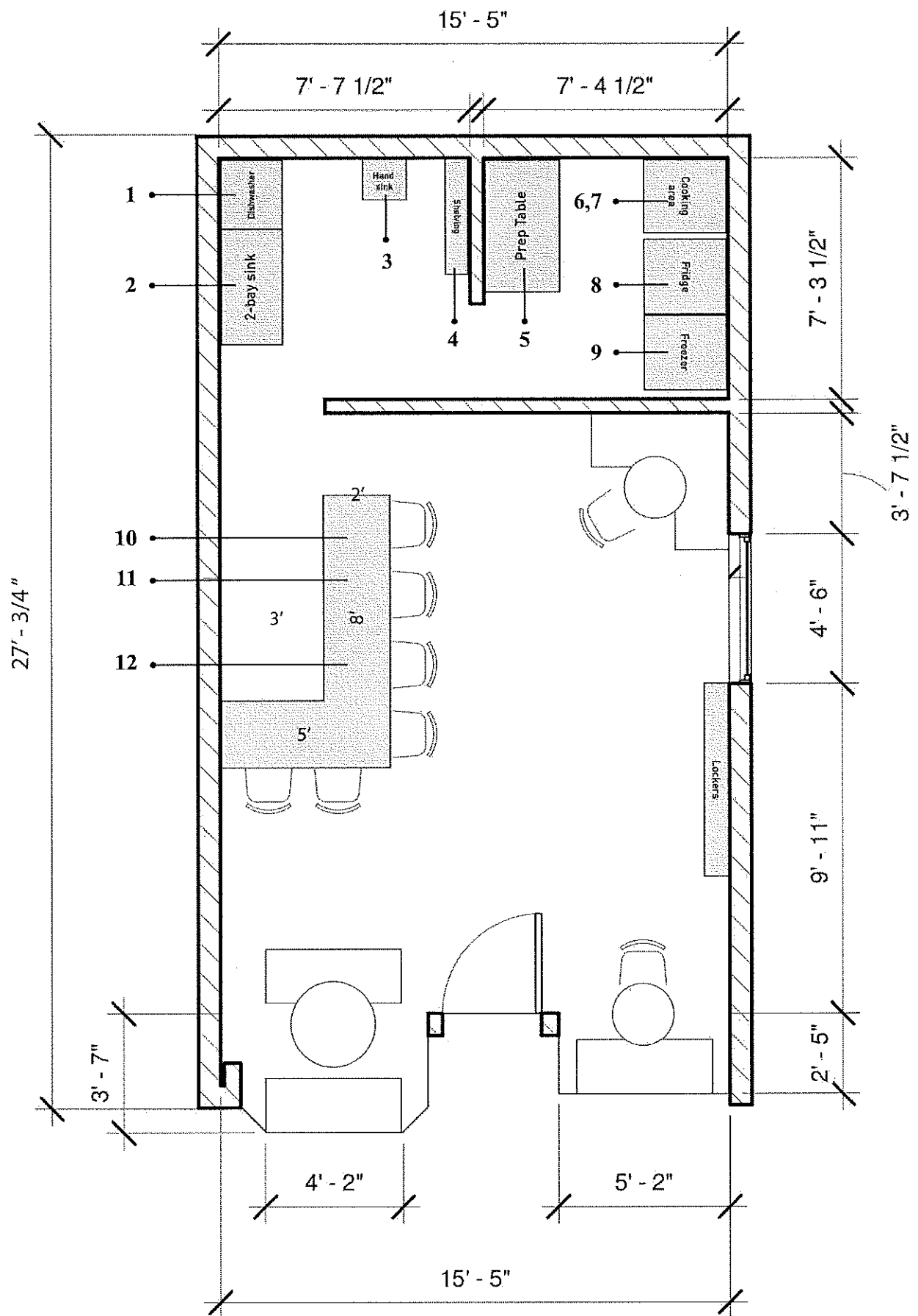
Room Schedule		
Name	Area	Perimeter

FrontOfHouse	307 SF	77' - 7 11/32"
BackOfHouse	115 SF	59' - 10 31/32"

	— Barlette	Title Sheet	
		Project number	Project Number
		Date	7/6/2021
		Drawn by	Author
		Checked by	Checker
			Scale

7/6/2021 7:57:42 AM

7.A.



March 4, 2020

To Whom it May Concern,

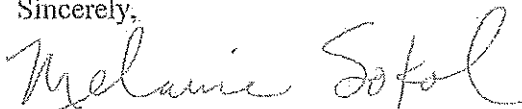
I have had the pleasure of knowing Emily Vena for the past 12 years. I have known and loved both of Emily's parents, who I met 50 years ago, when we were freshman at the same college. John and Cyndi are both highly intelligent, extremely decent, and (wicked) funny people. So, it is not a surprise that Emily is much the same.

Emily is such a solid citizen. She is honest and forthright. She is well organized and responsible. She is bright, and kind, and caring. And she is an incredible chef! I think so highly of her, and always enjoy any time we spend together. It is always a joy to be invited for a meal in Emily's home (or in a restaurant setting where she is cooking). She is so warm and welcoming, and creates a space that is so inviting. A meal at Em's always leaves me with a feeling of being loved and nurtured. It is an experience that leaves me with a smile on my face, and a better feeling about the world. Seriously.

I had the honor of attending a test dinner for Cobble last week. I was so delighted by the ambiance that was created for us, the lovely and delicious meal that we were served, and the grace with which it was all done. I hope that Emily is able to secure a BYOB license so that she can work within Brookline, as I (a Brookline resident for over 40 years) am eager to bring friends and family to share in this experience. I hope you get to experience it too! I see it as a real plus for the area.

If you have any questions, please feel free to call or email me.
mjsokol61@gmail.com or 617-512-5090

Sincerely,

A handwritten signature in cursive script that reads "Melanie Sokol". The signature is written in dark ink and is positioned below the word "Sincerely,".

Melanie Sokol

Christine Tenhaeff
8 Sandpiper Ln
Pittsford, NY 14534
c.tenhaeff@gmail.com
914-204-6180

March 1, 2020

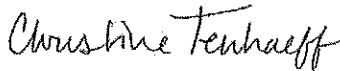
To Whom It May Concern:

I have known Emily Vena for 20 years. We met at The Culinary Institute of America (CIA) in Hyde Park, NY in the year 2000. Emily and I studied for four years together at the CIA. During that time, we also traveled together and met each other's families. She is one of my oldest friends and I consider her advice and friendship invaluable. She is well liked and regarded as intelligent, witty and talented by her staff, myself, my family and our friends.

Emily has a strong work ethic and has been a successful chef. In a business that is often considered to be transient, Emily grew in the same job for 11.5 years. She started at La Morra as a sous chef and eventually was trusted enough to run the restaurant while the owner acquired another business. She managed staff, inventory and service successfully and left the restaurant on good terms.

Emily is now planning to open her own business and I could not be more excited to see what comes of it. She is a determined, hardworking and creative person. She is responsible and financially stable. She will put her blood, sweat and tears into her next venture and will benefit from every advantage she can gain.

Sincerely,



Christine Tenhaeff

Board of Selectmen
Brookline Townhall
333 Washington St
Brookline, MA 02445

To the Board of Selectmen of the Town of Brookline,

I'm writing this letter to demonstrate my support for Emily Vena. It's my understanding that Emily seeks a Common Victualler's License in order to actualize Cobble, a dining concept which she will be operating in Brookline. I have no doubt that Emily is capable of adequately fulfilling the responsibilities of a CV license holder. Furthermore, I believe that granting someone like Emily – a responsible, community-minded entrepreneur – this license will only serve to better the town of Brookline. I'd like to explain why.

I imagine that one of the most important qualities you look for in a CV license candidate is their sense of responsibility. If granted this license, will the candidate act responsibly? I can assure you that the answer, in the case of Emily Vena, is a resounding yes. Emily is a competent and professional manager who has worked in food service for nearly two decades. She is careful, thorough and purposeful, which is demonstrated in all of her work, from her cooking to her business sense. Rest assured that Emily, if granted the CV license, will take the same care and responsibility with the license as she has with all of her other professional endeavors.

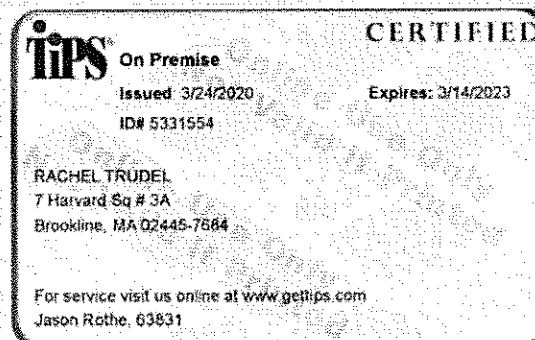
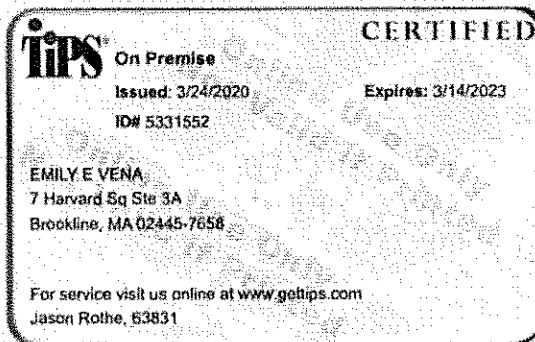
I met Emily Vena seven years ago. Since then, I've come to know her quite well; we're former roommates, former coworkers, and of course, friends. I've also learned that Emily can be quirky, and one of her more unique quirks is her love of Brookline. The town has become more than just her home over the past decade or so, and I believe that was evident when she decided to open her own business there early this year. As such, I'm confident that if granted a Common Victualler's License, Emily would use it as a tool to serve the Brookline community. Once again, I can't reiterate enough how much I support Emily.

If you have any questions, or require any clarification on the above, please feel free to contact me.

Respectfully,



Christopher A. Valdes
christopher.valdes@riskadvisory.net
617-895-9235





OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

ENTERTAINMENT APPLICATION

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

APPLICANT: Emily Vena / Cobble LLC

D/B/A Barlette

LOCATION: 318 Harvard Street Ste 11 Brookline, MA 02446

TELEPHONE # 856-979-7245 EMAIL ADDRESS: emily.e.vena@gmail.com

TYPE OF ENTERTAINMENT:

(1) RADIO ☒ TAPED MUSIC ☒ JUKE BOX _____ TELEVISION _____

DAYS: Monday - Sunday HOURS: FROM: 9 am TO: 11 pm

(2) MOVIES _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(3) DANCING _____ PRIVATE _____ PUBLIC _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(4) INSTRUMENTAL MUSIC _____ TYPE OF INSTRUMENTS: _____
 #OF INSTRUMENTS _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(5) VOCAL MUSIC : _____ #OF VOCALIST: _____

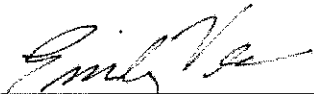
DAYS: _____ HOURS: FROM: _____ TO: _____

(6) EXHIBITION (DESCRIBE): _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(7) FLOOR SHOW (DESCRIBE): _____

DAYS: _____ HOURS: FROM: _____ TO: _____

 08/10/2021

 SIGNATURE OF APPLICANT DATE

(*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A
 SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS
 AND REQUIRES A SEPARATE FEE OF \$100:

DANCING
 JUKE BOX
 LIVE ENTERTAINMENT



Town of Brookline, Massachusetts

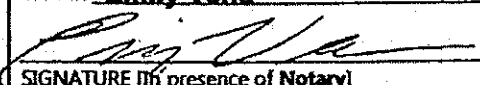
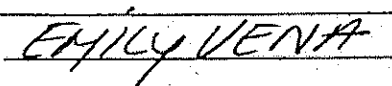
Office of the Town Clerk

BUSINESS CERTIFICATE – FILING FEE \$75.00

In conformity with the provisions of Chapter One Hundred and Ten, Section Five of the Massachusetts General Laws, as amended, the undersigned hereby declare(s) that a business is being conducted in the Town of Brookline under the title of:

NAME OF BUSINESS: <u>Bartette</u>
BUSINESS ADDRESS: <u>318 Harvard St #11</u> BROOKLINE, MA ZIP <u>02446</u>
BUSINESS MAILING ADDRESS: <u>7 Harvard Sq 3A Brookline, MA 02445</u>
BUSINESS TELEPHONE #: <u>856-979-7245</u>
E-MAIL ADDRESS: <u>emily.e.vena@gmail.com</u>
TYPE OF BUSINESS: <u>Dining concept</u>

by the following named person(s), including title, if corporate officer

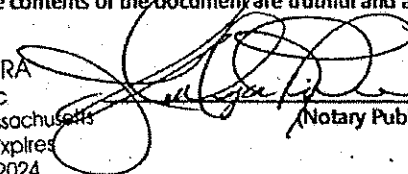
FULL NAME OF EITHER OWNER/PRESIDENT/TREASURER	RESIDENCE
1. Print <u>Emily Vena</u>  SIGNATURE [In presence of Notary]	<u>7 Harvard Sq 3A</u> Street Address <u>Brookline, MA 02445</u> City, State, Zip
2. Print <u>EMILY VENA</u>  SIGNATURE [In presence of Notary]	 Street Address City, State, Zip

The Commonwealth of Massachusetts County of Norfolk

On this 13th day of August, 2021, before me, the undersigned notary public, personally appeared Emily E. Vena who proved to me through satisfactory evidence of identification, which was MA ID, to be the person(s) whose name(s) is/are signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.



SULEYCA RIVERIA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 20, 2024


(Notary Public/Title)

This section is to be executed by a Notary Public OR a representative of the Office of the Town Clerk

In accordance with the provisions of Chapter 337 of Acts of 1985 and Chapter 110, Section 5 of Massachusetts General Laws, Business Certificates shall be in effect for four years from the date of issue and shall be renewed each four years thereafter. A statement must be filed with the Town Clerk upon discontinuing, retiring or withdrawing from such business or partnership. Copies of such certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business. Violations are subject to a fine of not more than Three Hundred Dollars (\$300) for each month during which such violation continues.

OFFICE USE ONLY			
Date Received: _____	Book _____	Page _____	Expiration Date _____
By: _____	New	Renewal	Check no. _____

*The issuance of this Business Certificate does not imply that all relevant licenses required to legally operate this business have been obtained or are current. This certificate only records that a business is being conducted.

**LEEDER MANAGEMENT COMPANY LLC
COMMERCIAL LEASE**

August 13, 2021

LEEDER MANAGEMENT COMPANY, Lessor, hereby LEASES unto

COBBLE, LLC., Lessee, the following premises:

**STORE #11 / ARCADE BUILDING
318 HARVARD ST.
BROOKLINE, MA 02446**

Subject to existing easement(s) and party wall agreement(s) and to rights and encumbrances of record, and reserving hallways, passageways, stairways, shaft ways and elevators serving other parts of said building.

II. TO HAVE AND TO HOLD for the term of **five years** unless sooner terminated as hereinafter provided, and to be used for the Lessee's business, to wit:

Dining Concept

III. YIELDING AND PAYING rent at the rate of: \$19,200.00 YEARLY from:

10/1/2021 TO 9/30/2026

Yearly by equal monthly payments of **\$1,600.00** on the first day in each calendar month in advance and by payment in advance of appropriate fractions of a monthly payment for any portion of a month at the commencement of said term or the termination of this lease, all payments to be made at the following address or such other place as the Lessor may in writing direct:

LEEDER MANAGEMENT COMPANY 318 HARVARD STREET, RM 23 (PO BOX 369) BROOKLINE, MA 02446.

In further consideration of the execution of this lease by the Lessor, the Lessee deposited the sum of **\$1,600.00** receipt of which is hereby acknowledged, said sum to be held by the Lessor as security for the faithful performance of all the terms, covenants, and conditions contained in said lease, which sum is

in no way to be construed as prepayment of rent in advance, and it is expressly agreed and understood that said sum of \$1,600.00 is to be paid to the Lessee only at the expiration of this lease, and only in the event that the Lessee has fulfilled all the terms, covenants and conditions contained in said lease.

IV. THE LESSEE acknowledges that said premises are in good and satisfactory order, repair and condition, ordinary wear and tear excepted, and that all glass is whole, and covenants during said term and such further time as the Lessee holds any part of said premises:

A. to pay when due said rent. Plus, all charges for water and sewer, gas, and electricity, if separately metered;

B. damages by fire or unavoidable casualty excepted, to keep said premises in substantially as good order, repair and condition as the same are in at the commencement of said term, ordinary wear and tear excepted, or may be put in thereafter and at the termination of this lease peaceably to yield up said premises and all additions, improvements and installations thereto in such order, repair and condition, first removing all goods and effects except those of the Lessor and leaving the premises clean and tenantable; and in case any alterations have been made to the demised premises by the Lessee, to restore same to its original condition if requested to do so by Lessor;

C. damage by fire excepted, to keep all glass whole and in good condition with glass of the same quality as that injured or broken without expense to the Lessor;

D. If said premises include part or all of the ground floor of the building, to keep the sidewalks and passageways on or adjacent to said premises clean.

E. not to injure, overload or deface said premises or building nor to permit on said premises any auction sale or any inflammable fluids or chemicals except for (ordinary cleaning materials such as, glass and floor cleaners excepted) or any nuisance or the emission therefrom of any objectionable noise or order nor to

permit the use thereof for any purpose other than the Lessee's business as herein specified, nor any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; if Lessee's occupancy should at any time increase the fire insurance premiums on Lessor's building or its contents, Lessee shall pay to Lessor the amount of such increase;

F. not to obstruct in any manner any portion of the building not hereby leased or the sidewalks or approaches to said building or any inside windows or doors, and to conform to all reasonable rules now or hereafter made by the Lessor for the care and use of the building, its facilities and approaches;

G. to keep the premises equipped with all safety appliances and to procure all licenses and permits required by law or ordinance or any order or regulation of any public authority because of the specific use made of said premises by the Lessee, and, if requested by the Lessor, to make all reasonable repairs, alterations, replacements or additions so required in and to the inside of said premises;

H. not, without on each occasion obtaining prior written consent of the Lessor, such consent not to be unreasonably withheld, to assign this lease, to make any sub-lease, to permit any other person to use or occupy the same, to make any alterations or additions, or to permit the making of any holes in any part of said building or painting or placing of any signs, awnings, aerals or flagpoles, or the like visible from outside of said premises;

I. to save the Lessor harmless and indemnifies from any injury, loss, claim, or damage, however caused, to any person or property while on said premises, and to any person or property anywhere occasioned by any omission, neglect or default of the Lessee or of employees or visitors of the Lessee; Lessee will deliver an insurance certificate showing general liability, property and workers compensation coverage(if necessary) to Lessor on the lease anniversary each year, during the term of the lease.

J. to permit the Lessor and the Lessor's agents to examine the premises at reasonable times, and if the Lessor shall so elect, to make any repairs or additions the Lessor may deem reasonably necessary,

and at the Lessee's expense to remove any alterations, additions, signs, awnings, aerals or flagpoles, or the like, not consented to in writing, and to show the premises to prospective purchasers and tenants and to keep affixed to any suitable part of the premises during the one month preceding the expiration of said term or any extension thereof appropriate notices for letting or selling;

K. to pay the Lessor's reasonable expenses, including reasonable attorney's fees, incurred in enforcing any obligations of this lease which are not complied with;

L. in case the Lessee takes possession of said premises prior to the commencement of said term, to perform and observe all of the Lessee's covenants from and after the date upon which the Lessee takes possession except that no rent shall accrue prior to the beginning of said term;

M. not to permit any employee or visitor of the Lessee to violate any covenant or obligation of the Lessee hereunder;

N. the Lessor shall not be held liable to anyone for cessation of any service rendered customarily to said premises or building or agreed to by the terms of this lease, due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the source from which they are usually obtained for said building, or to any cause beyond the Lessor's control, except in all cases if caused by Lessor's negligence or default.

O. And it is also hereby understood and expressly agreed by the parties to this Lease that in no event whatsoever shall the Lessor be liable to the Lessee or any other person for any injury occurring on said premises, and that all merchandise, furniture and property of any kind which may be on the premises during the continuance of this lease are to be at the sole risk and hazard of the Lessee, and that if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise or by the use or abuse of water, or by the leaking or bursting water pipes, or in any other way or manner, no part of said loss or damage is to be charged to, or be borne by the Lessor in any case whatever.

P. Lessee is to have the right to use, free of charge and in common with others, the common toilet rooms and

elevators in said building, as they may from time to time be established by the Lessor, it being understood and agreed that the freight elevators, if any, shall be used for transporting of merchandise only and in such a way as not to require them to be accompanied by any person provided by the Lessor, but as at the risk of the Lessee and without liability on the part of the Lessor for damages, and the Lessee covenants to make no claim at any time against the Lessor for such damages; the elevators in said building to be used from 7:00 AM to 6:00PM, and the Lessor hereby agrees, during the period from first day of October to the first day of May in each year of this lease, to reasonably heat, with steam or hot water, the premises hereby demised from 7:00 AM to 9:00 PM, but nothing contained in this lease shall convey any right to use the toilet rooms or elevators or heat or light when interfered with by strikes or at such times as apparatus may be disabled by accident or undergoing repairs or alterations or from any other cause.

Q. This lease is made on condition that if the Lessor desires to sell the property of which the demised premises form apart, or to demolish or substantially remodel said building, or to construct a new building on all or any apart thereof, this lease or any extension thereof may be terminated on the first day of any month during the term by giving to the Lessee at lease three (3) months' previous notice in writing of the Lessor's determination so to do, and upon the date set forth in such written notice the within lease shall be in fact terminated, and in the event of such cancellation and termination the Lessee agrees to deliver up the demised premises to the Lessor upon said date of termination in accordance with the conditions of the within lease.

R. Deleted

S. The Lessee agrees to hold the Lessor harmless and indemnify the Lessor against any and all claims whatsoever by anyone for brokerage commissions and/or services arising in connection with the renting of the within demised premises.

T. The Lessee acknowledges that no representation of any kind has been made by the Lessor or its, his, her, their agents or employees.

U. A penalty of \$35.00 per month will be assessed if the Lessee(s) is more than 30 days delinquent on the rental payment.

V. PROVIDED ALWAYS that in case said premises or building, or any part thereof, shall be taken by any exercise of the right of eminent domain or shall be destroyed or damaged by fire or unavoidable casualty or by action of any public or other authority, or shall receive any direct or consequential damage for which the Lessor and the Lessee, or either of them, shall be entitled to compensation by reason of anything lawfully done in pursuance of any public or other authority during this lease, then this lease shall terminate at the election of the Lessor, which election may be made notwithstanding the Lessor's entire interest may have been divested; and if the Lessor shall not so elect, then in case of such taking, destruction or damage rendering the premises unfit for use and occupation, a just proportion of said rent according to the nature and extent of the injury shall be abated until the premises, or in case of such taking, what may remain thereof shall have been put in proper condition for use and occupation. The Lessor reserves and accepts all rights to damages to said premises and building and the leasehold hereby created, now accrued or hereafter accruing by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done in pursuance of any public or other authority; and by way of confirmation, the Lessee grants to the Lessor all the Lessee's rights to such damages and covenants to execute and deliver such further instruments of assignments thereof as the Lessor may from time to time request.

VI. PROVIDED ALSO, and this lease is upon this condition, that if the Lessee shall neglect or fail to perform or observe any of the Lessee's covenants, after notice of Lessor to Lessee and a reasonable opportunity to cure of at least 20 business days, or if the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of the Lessee's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the Lessee's property by a court of competent jurisdiction, or if the Lessee commits any act of bankruptcy, or if a petition is filed by the Lessee under any bankruptcy law, and is not dismissed within ninety (90) days thereafter, or if a petition is filed, against the Lessee under any bankruptcy law and the same shall not then be dismissed within thirty (30) days from the date upon which it is filed, in any of said cases, the Lessor lawfully may immediately or at any time thereafter and upon ten (10) business days, enter upon the premises or any part thereof in the name of the whole and repossess the same as of the Lessor's former estate and expel the Lessee and those claiming through or under the Lessee and remove their effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such entry this lease shall terminate; and

the Lessee covenants that in case of such termination or in case of termination under the provisions of statute by reason of the default of the Lessee, the Lessee will forthwith pay to the Lessor as damages a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the original term exceed the fair rental value of said premises for the remainder of the original term, and in addition thereto will furthermore indemnify the Lessor during the remainder of the original term against all against all direct damages suffered by reason of such termination however caused, first deducting any damages paid as above provided, the loss and damage, if any, for each rent payment period during the remainder of the original term to be paid at the end of each such rent payment period.

VII. No consent or waiver, express or implied by the Lessor, to or of any breach of any covenant, condition or duty of the Lessee shall be constructed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. Any notice from the Lessor to the Lessee or from the Lessee to the Lessor shall be deemed duly served if delivered, by first class, registered or certified mail, addressed to Lessee at said premises or if to the Lessor at the place from time to time established for the payment of rent. The covenants and agreements of the Lessor and Lessee shall run with the land and the building to the benefit of them and their respective heirs, executors, successors and assigns, but no covenant or agreement of the Lessor, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary or any beneficiary under any trust. If the Lessee is several persons or a partnership, the Lessee's obligations are joint and also several. Unless repugnant to the context, "Lessor" and "Lessee" mean the person or persons, natural or corporate, named above as Lessor and as Lessee respectively, and their respective heirs, executors, administrators, successors and assigns.

WITNESS the execution hereof in duplicate under seal the day and year first above written.

Date: August 13, 2021

LEEDER MANAGEMENT COMPANY, LLC

Date: August 13, 2021

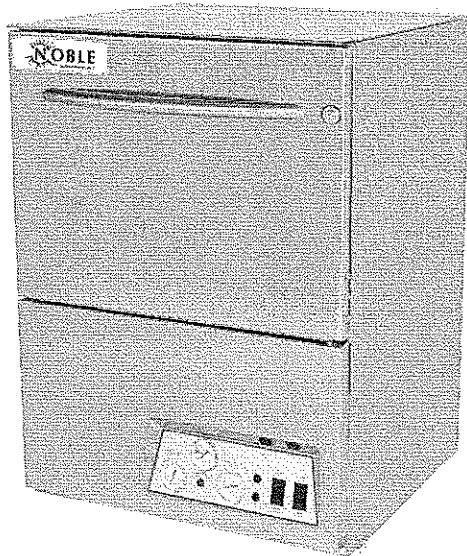
COBBLE, LLC. EMILY VENA, PRESIDENT



Project _____
 Item _____
 Quantity _____
 CSI Section 11400 _____
 Approval _____
 Date _____

NOBLE UH30-FND

NOBLE UH30-FND



Standard Features

- Automatic tank fill
- Push button start
- Fill and Dump design
- Built-in booster heater with Sani-Sure™ final rinse system
- Labyrinth type door design
- Automatic pumped drain for floor and wall drain installations
- Stainless steel wash pump
- Solid state controls
- Deliming cycle
- Simplified controls allow easy access for operation and service
- Door switch
- One (1) each peg and combination rack included
- Above water scrap basket
- Built-in chemical pumps and priming switches

Mandatory Specs

Specify voltage _____

Options

- ☐ Water Hammer Arrestor
- ☐ Pressure Regulator
- ☐ Back Panel
- ☐ Drain Water Tempering Kit
- ☐ Scale Prevention System (SPS)
- ☐ Replacement Cartridge for SPS
- ☐ Casters (adds 3/4" to height)
- ☐ Tie Down

Accessories

- ☐ 36-Compartment Rack
 - ☐ 4 1/8" tall (105 mm)
 - ☐ 5 1/8" tall (143 mm)
 - ☐ 7" tall (178 mm)
- ☐ Combination Rack
- ☐ Peg Rack
- ☐ Machine Stand
 - ☐ 6" (152 mm) high
 - ☐ 18" (457 mm) high

Specifications

- Uses 1.1 gallons (4.2 liters) of water per rack
- Cleans 30 (24)* racks per hour
- Two-minute automatic cycle
- Powerful 1 hp wash pump motor
- Fresh water rinse eliminates wash water contamination
- Air insulated between body and stainless steel housing
- Durable stainless steel construction

Notes:

A vent hood is not recommended above the NOBLE UH30-FND as it does not produce excessive vapors. *Always check with the local building code to know what type of ventilation is required for commercial dish machine installations in your area.*

Normal operation of the UH30-FND generates steam that may escape from the door. Materials such as wood laminate, veneers, etc. are unsuitable for use in areas exposed to dishwasher steam and detergents. Stainless steel or other moisture-resistant shields are recommended for surfaces adjacent to UH30-FND sides and top.



Intertek

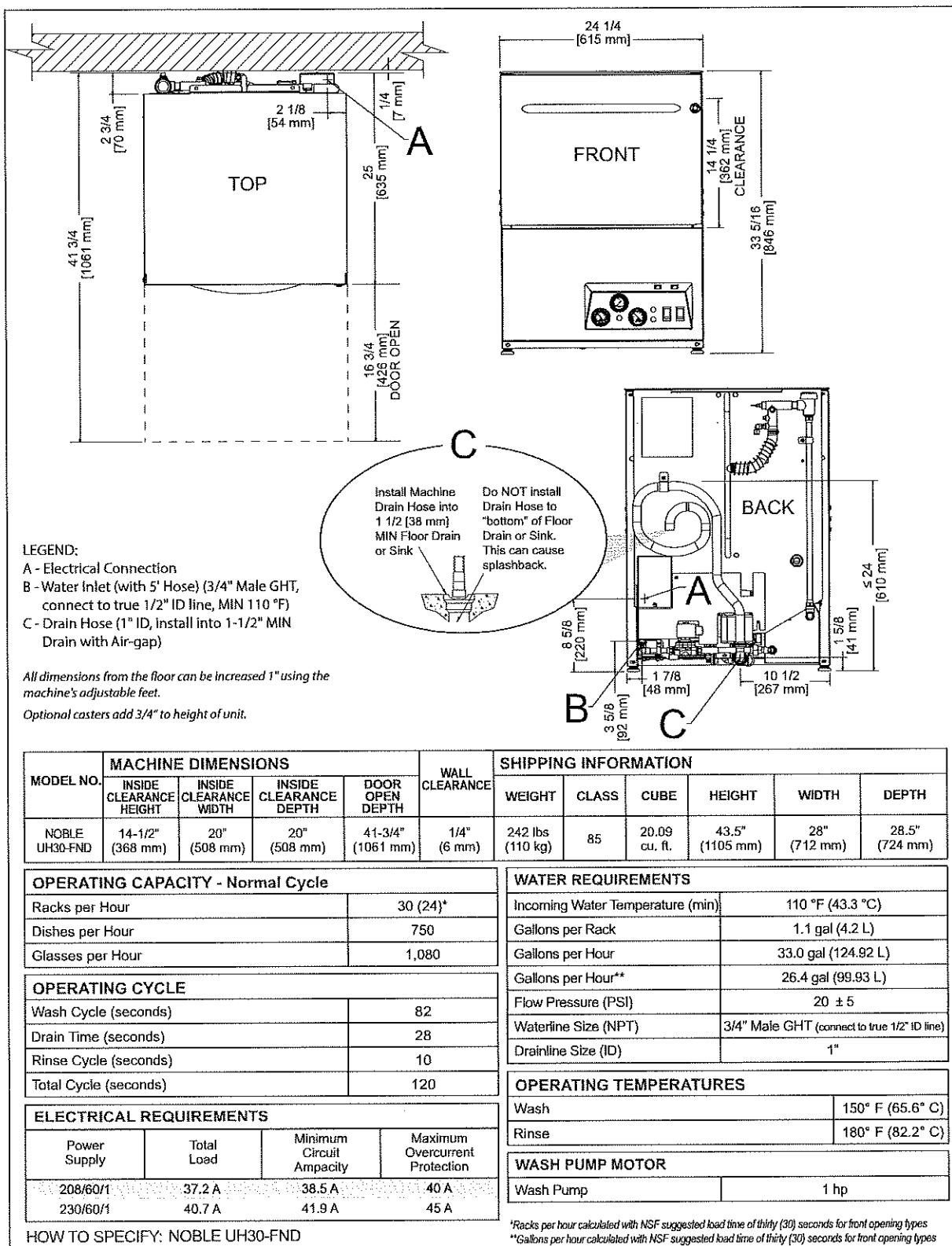


Intertek

*Racks per hour calculated with NSF suggested load time of thirty (30) seconds for front opening type



NOBLE UH30-FND



www.nobleproducts.biz

NO-0016 [01/21/21]

#2 WHERE TO BUY

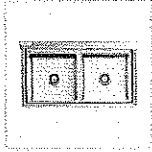
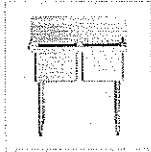
Regency 37" 16 Gauge Stainless Steel Two
Compartment Commercial Sink with Galvanized Steel
Legs - 15" x 15" x 12" Bowls

Item Number: #600S21515G

[SINKS \(/ALL-CATEGORIES/SINKS/\)](#)

[COMPARTMENT SINKS \(/ALL-CATEGORIES/SINKS/COMPARTMENT-SINKS/\)](#)

[2 COMPARTMENT SINKS \(/ALL-CATEGORIES/SINKS/COMPARTMENT-SINKS/2-COMPARTMENT-SINKS/\)](#)



Parts and Accessories

0

A



**Regency Plastic Bullet
Foot (/product/?
id=4424)**

[View Details \(/product/?id=4424\)](/product/?id=4424)



**Regency 3 1/2" Basket
Drain with Strainer - 1
1/2" IPS (/product/?**

[View Details \(/product/?id=204\)](/product/?id=204)

Buy Now ()

Features

- 16-gauge type 304 stainless steel construction
- Designed with a 12" deep bowls and rounded corners for easy cleaning
- Galvanized steel legs with adjustable bullet feet for added stability
- Includes two 3 1/2" drain baskets
- Rolled edge contains splashes and overflow

Outfit your facility with a long-lasting sink with this Regency 37" stainless steel two compartment sink. It's constructed from high-quality, 16-gauge type 304 stainless steel, making it more corrosion-resistant and durable than other sinks made from thinner, 18-gauge type 430 stainless steel. It's dipped a minimum of 1/4" to facilitate better drainage, and the welded construction contributes to the long-lasting use and overall strength of this sink.

The 12" deep bowls are die-stamped to a minimum of 1/4" to ensure proper drainage. Plus, each bowl includes a 3 1/2" basket strainer to catch food debris, which prevents the drain from clogging. For easy cleaning, each compartment has rounded corners so you can rinse and wipe down the sink.

A 9" tall backsplash is included and comes complete with (2) 1 1/8" diameter holes punched on 8" centers to accommodate 1 faucet (sold separately). This sink also includes a 1 1/2" raised rolled edge, which is 2" tall on the front and both sides to contain splashes and overflow. This model has galvanized steel legs and adjustable plastic bullet feet to keep the sink level and stable.

Overall Dimensions:

Length: 37"
Width: 20 1/2"
Height: 43 3/4"
Backsplash Height: 9"

Bowl Dimensions:

Left to Right: 15"
Front to Back: 15"
Depth: 12"

Specifications

Length	37 Inches
Width	20.5 Inches

Specifications

Height	43.75 Inches
Bowl Depth	12 Inches
Backsplash Height	9 Inches
Basket Drain Size	3.5 Inches
Bowl Front to Back	15 Inches
Bowl Left to Right	15 Inches
Drain Outlet Size	1.5 Inches
Faucet Centers	8 Inches
Gauge	16 Gauge
Leg Construction	Galvanized Steel
Material	Stainless Steel
NSF Listed	Yes
Number of Compartments	2
Number of Drainboards	None
Stainless Steel Type	Type 304
Style	0 Drainboards
Type	Straight / Line Sinks

Downloads



Warranty (PDF)

(https://www.webstaurantstore.com/documents/pdf/warranty/regency_tables_and_sinks.pdf)

[PRODUCTS \(/ALL-CATEGORIES\)](#)
[WHERE TO BUY](#)
[ABOUT US \(/ABOUT\)](#)
[FAQ \(/FAQ\)](#)

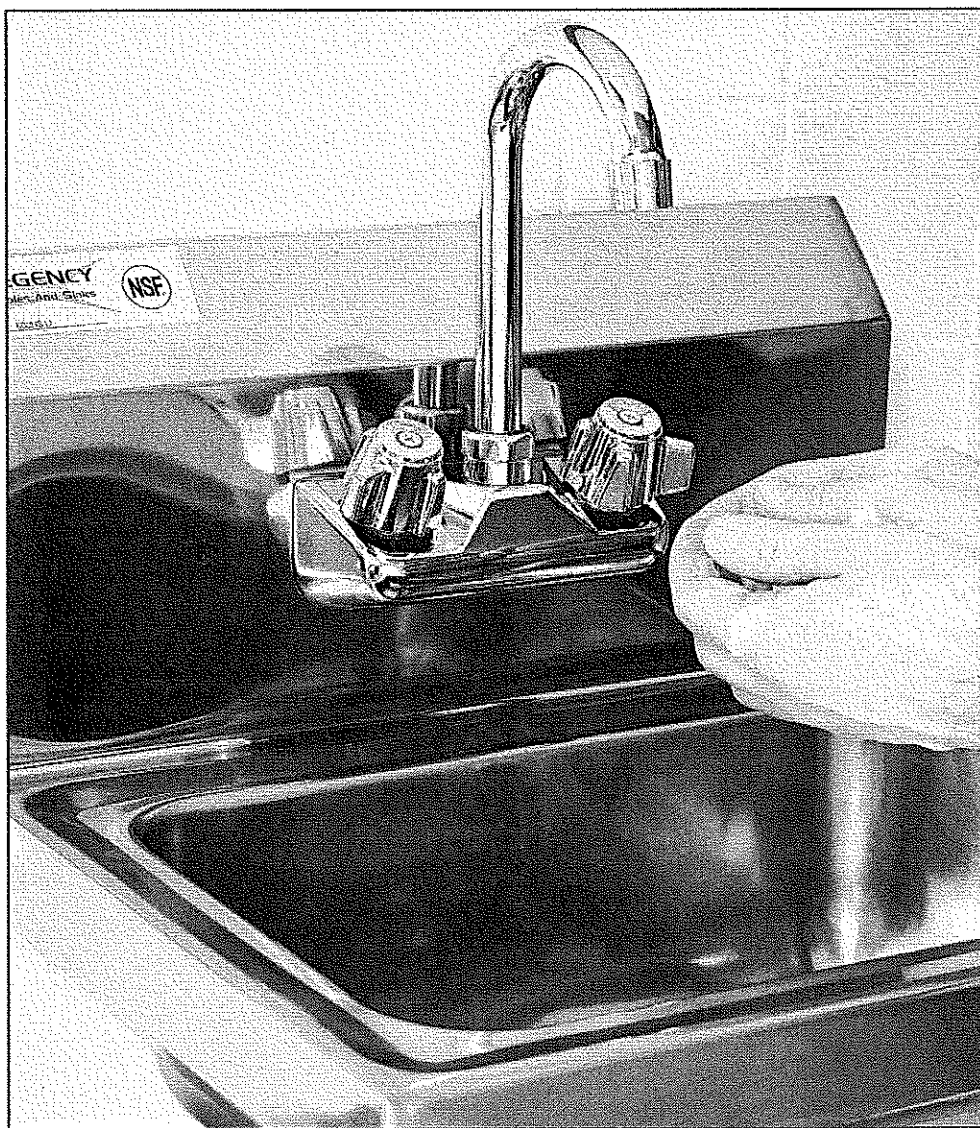
#3 STAINLESS STEEL WALL MOUNTED HAND SINKS WITH GOOSENECK FAUCETS

ITEM #: _____ QUANTITY: _____

PROJECT: _____

APPROVAL: _____

DATE: _____



REGENCY
Tables and Sinks

FEATURES

- 20-gauge type 304 stainless steel
- Single bowl with 1½" IPS drain basket
- Easy-to-install 8" gooseneck faucet included
- Holes punched on 4" centers
- 8" backsplash
- Perfect for hand washing throughout the workday

NSF

SPECIFICATIONS

ITEM	OVERALL (LEFT TO RIGHT)	OVERALL (FRONT TO BACK)	OVERALL (HEIGHT)	BOWL (LEFT TO RIGHT)	BOWL (FRONT TO BACK)	BOWL DEPTH
600HS12	12"	16"	10"	9"	9"	4"
600HS17	17"	15"	13½"	14"	10"	5½"

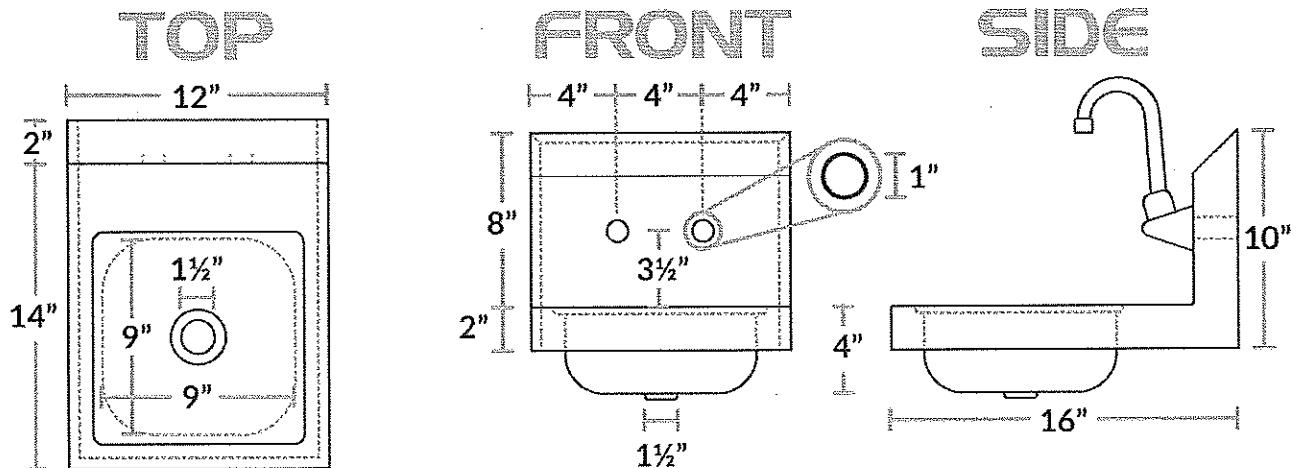
01/2019

REGENCYTABLESANDSINKS.COM

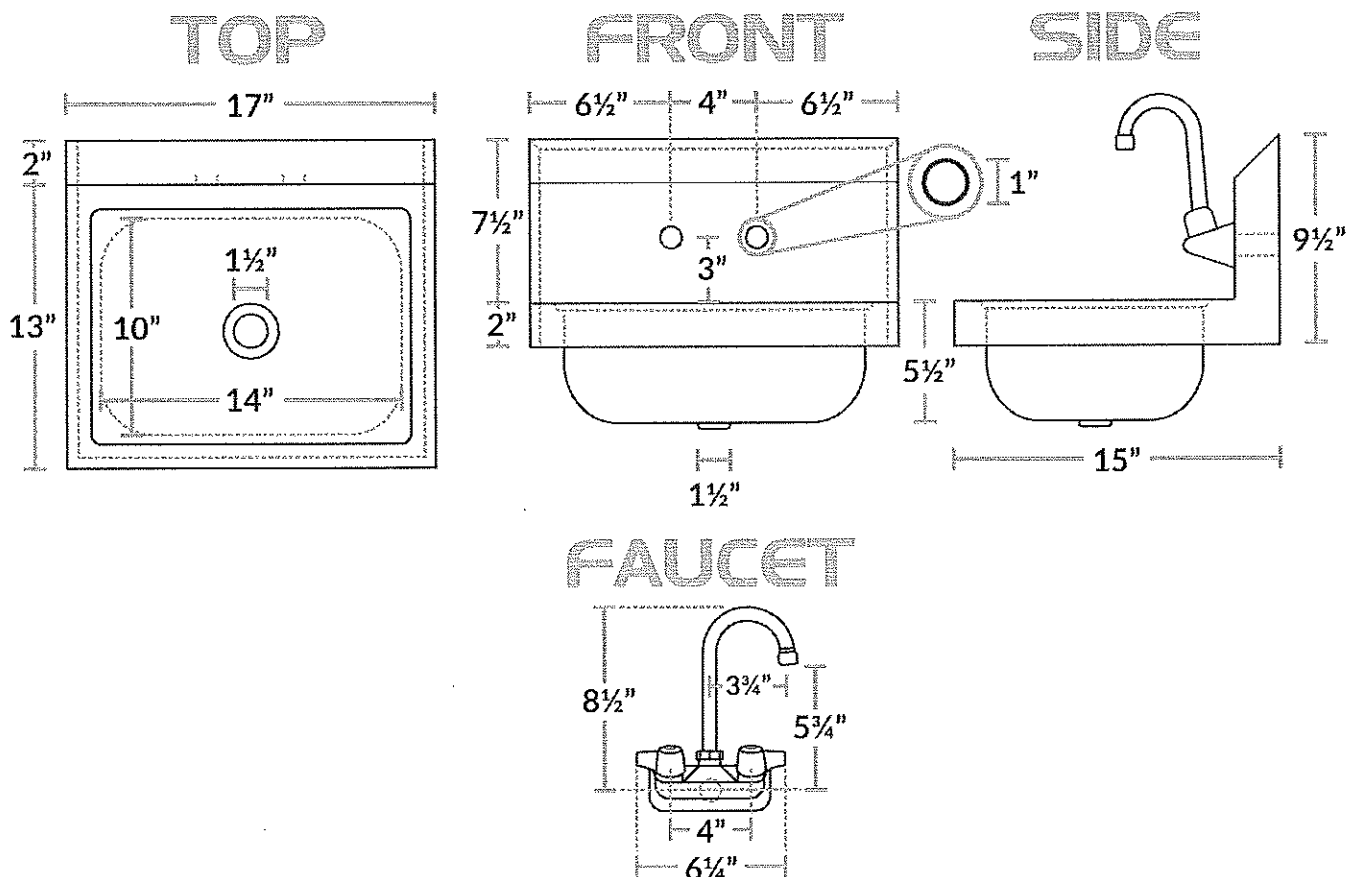
STAINLESS STEEL WALL MOUNTED
HAND SINKS
 WITH GOOSENECK FAUCETS

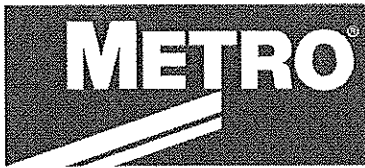
REGENCY
 Tables and Sinks

600HS12 • 12" X 16"



600HS17 • 17" X 15"





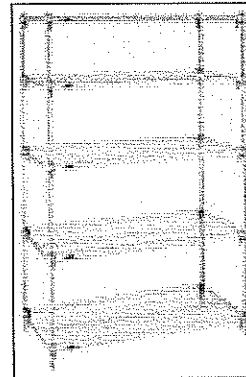
Item # _____

Job _____

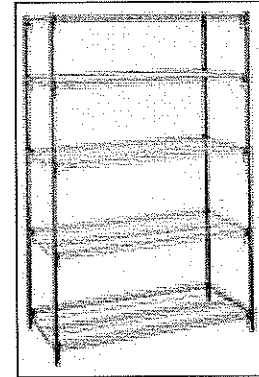
SUPER ADJUSTABLE 2™ SUPER ERECTA SHELF® WIRE SHELVING

Super Adjustable 2™ Super Erecta Wire Shelving is the most advanced and innovative wire storage system available. The unique Corner Release System, which allows shelves to be adjusted quickly and easily without tools, has been re-engineered to provide increased rigidity. And Super Adjustable 2™ Shelving works in conjunction with the entire Super Erecta System of shelves and accessories.

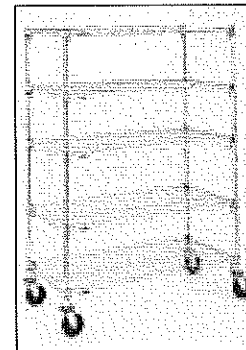
- **Maximum Space Utilization:** The Corner Release System encourages repositioning of shelves during initial assembly to reclaim wasted vertical space. In some cases, reclaimed vertical space will allow an extra shelving tier to be added to the storage unit resulting in a 25% increase in storage capacity!
- **Easily Assembled:** The unique Corner Release System enables quick and easy repositioning of shelves during the initial set up to accommodate different package or container sizes. "Total Assembly" is complete only after the shelves are properly spaced to maximize storage. SiteSelect™ Posts, with the double-groove visual guide feature, have circular grooves at 1" (25mm) increments and are numbered at 2" (51mm) intervals to easily identify proper shelf locations.
- **Easily Adjustable:** The unique shelf design and SiteSelect™ Posts enable "tool-free", quick adjustment at 1" (25mm) increments along the entire height of the post.
- **Improved Rigidity:** An enhanced Corner Release System has made Super Adjustable 2™ the most rigid, easily adjustable shelving system ever.
- **Strong:** Super Adjustable 2™ shelves hold as much weight as traditional Super Erecta wire shelving. Stationary units hold a maximum of 2,000 lb. (910kg). Maximum weight capacity per shelf (48" [1219mm] or shorter = 800 lb. [364kg]; longer than 48" [1219mm] = 600 lb. [273kg])
- **Choice of Finishes:** Super Adjustable 2™ Super Erecta shelving is available in a variety of finishes: Super Erecta Brite and chrome-plated for dry storage; Metroseal 3™ with antimicrobial product protection and stainless steel for corrosive environments; and attractive black epoxy for merchandising applications.



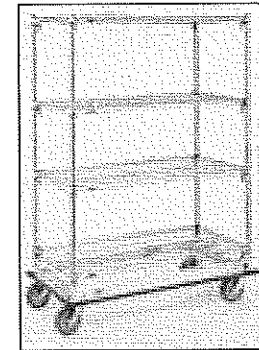
Dry Storage — Chrome
 or Super Erecta Brite™



All Environments
 — Metroseal 3™ with
 *Microban® Antimicrobial
 Product Protection



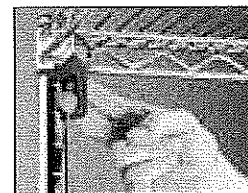
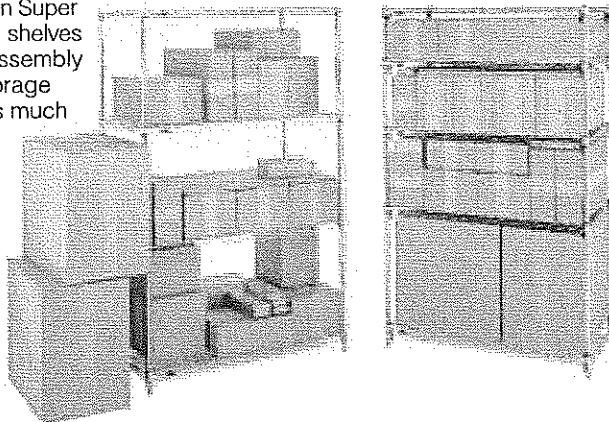
Mobile Stem Caster Cart



Mobile Dolly Truck

Super Adjustable 2™ Advantage . . .

Easily reposition Super Adjustable 2™ shelves during initial assembly to increase storage capacity by as much as 25%.



Corner Release System

*MICROBAN® and the MICROBAN® symbol are registered trademarks of the Microban Products Company, Huntersville, NC.



InterMetro Industries Corporation
 North Washington Street
 Wilkes-Barre, PA 18705
 www.metro.com



Job _____

10.01A

SUPER ADJUSTABLE 2™ SUPER ERECTA SHELF® WIRE SHELVING



Dimensions

Super Adjustable 2™ Super Erecta Wire Shelving

Cat. No. Super Erecta Brite	Cat. No. Chrome	Cat. No. Metroseal 3	Cat. No. Stainless	Cat. No. Black	Shelf Width/Length (in.) (mm)	Approx. Pkd. Wt. (lbs.) (kg)
A1424BR	A1424NC	A1424NK3	A1424NS	A1424NBL	14x24 355x610	6 2.7
A1430BR	A1430NC	A1430NK3	A1430NS	A1430NBL	14x30 355x760	7 3.2
A1436BR	A1436NC	A1436NK3	A1436NS	A1436NBL	14x36 355x914	8 3.6
A1442BR	A1442NC	A1442NK3	A1442NS	A1442NBL	14x42 355x1066	9 1/2 4.3
A1448BR	A1448NC	A1448NK3	A1448NS	A1448NBL	14x48 355x1219	10 1/2 4.7
A1460BR	A1460NC	A1460NK3	A1460NS	A1460NBL	14x60 355x1524	14 6.3
A1472BR	A1472NC	A1472NK3	A1472NS	A1472NBL	14x72 355x1825	17 7.7
A1824BR	A1824NC	A1824NK3	A1824NS	A1824NBL	18x24 457x610	7 3.2
A1830BR	A1830NC	A1830NK3	A1830NS	A1830NBL	18x30 457x760	8 3.6
A1836BR	A1836NC	A1836NK3	A1836NS	A1836NBL	18x36 457x914	9 1/2 4.3
A1842BR	A1842NC	A1842NK3	A1842NS	A1842NBL	18x42 457x1066	11 5.0
A1848BR	A1848NC	A1848NK3	A1848NS	A1848NBL	18x48 457x1219	12 5.4
A1854BR	A1854NC	A1854NK3	A1854NS	A1854NBL	18x54 457x1370	14 1/2 6.6
A1860BR	A1860NC	A1860NK3	A1860NS	A1860NBL	18x60 457x1524	17 7.7
A1872BR	A1872NC	A1872NK3	A1872NS	A1872NBL	18x72 457x1825	20 9.1
A2124BR	A2124NC	A2124NK3	A2124NS	A2124NBL	21x24 530x610	8 3.6
A2130BR	A2130NC	A2130NK3	A2130NS	A2130NBL	21x30 530x760	9 4.1
A2136BR	A2136NC	A2136NK3	A2136NS	A2136NBL	21x36 530x914	11 5.0
A2142BR	A2142NC	A2142NK3	A2142NS	A2142NBL	21x42 530x1066	12 5.4
A2148BR	A2148NC	A2148NK3	A2148NS	A2148NBL	21x48 530x1219	14 6.4
A2154BR	A2154NC	A2154NK3	A2154NS	A2154NBL	21x54 530x1370	16 7.3
A2160BR	A2160NC	A2160NK3	A2160NS	A2160NBL	21x60 530x1524	18 8.2
A2172BR	A2172NC	A2172NK3	A2172NS	A2172NBL	21x72 530x1825	24 10.9
A2424BR	A2424NC	A2424NK3	A2424NS	A2424NBL	24x24 610x610	9 4.1
A2430BR	A2430NC	A2430NK3	A2430NS	A2430NBL	24x30 610x760	11 5.0
A2436BR	A2436NC	A2436NK3	A2436NS	A2436NBL	24x36 610x914	13 5.9
A2442BR	A2442NC	A2442NK3	A2442NS	A2442NBL	24x42 610x1066	15 6.8
A2448BR	A2448NC	A2448NK3	A2448NS	A2448NBL	24x48 610x1219	16 7.3
A2454BR	A2454NC	A2454NK3	A2454NS	A2454NBL	24x54 610x1370	18 8.6
A2460BR	A2460NC	A2460NK3	A2460NS	A2460NBL	24x60 610x1524	21 9.5
A2472BR	A2472NC	A2472NK3	A2472NS	A2472NBL	24x72 610x1825	26 11.8
A3036NC	A3036NK3	A3036NS			30x36 760x914	15 6.8
A3048NC	A3048NK3	A3048NS			30x48 760x1219	21 9.5
A3060NC	A3060NK3	A3060NS			30x60 760x1524	26 1/2 11.8
A3072NC	A3072NK3	A3072NS			30x72 760x1829	31 14.0
A3636NC	A3636NK3	A3636NS			36x36 910x914	18 8.2
A3648NC	A3648NK3	A3648NS			36x48 910x1219	23 10.4
A3660NC	A3660NK3	A3660NS			36x60 910x1524	29 13.1
A3672NC	A3672NK3	A3672NS			36x72 910x1829	34 1/2 15.4

NOTE: MICROBAN® protects the Metroseal 3 coating from bacteria, mold, mildew and fungi that cause odors, stains and product degradation. For Metroseal 3 shelving information see sheet #10.10A.

SiteSelect™ Posts

STATIONARY					MOBILE†					Approx. Pkd. Wt. (lbs.) (kg)	
Height* (in.) (mm)	Cat. No.	Cat. No.	Cat. No.	Cat. No.	Height* (in.) (mm)	Cat. No.	Cat. No.	Cat. No.	Cat. No.		
7 1/2 191	7P				7PBL					1/2	0.3
14 1/2 370	13P	13PK3	13PS	13PBL						1	0.5
27 1/2 700	27P		27PS	27PBL	27 1/2 699	27UP		27UPS		1 3/4	0.75
34 1/2 875	33P	33PK3	33PS	33PBL	33 7/8 861	33UP	33UPK3	33UPS	33UPBL	2	0.9
54 9/16 1385	54P	54PK3	54PS	54PBL	54 1370	54UP	54UPK3	54UPS	54UPBL	3	1.4
62 9/16 1590	63P	63PK3	63PS	63PBL	62 1575	63UP	63UPK3	63UPS	63UPBL	3 1/2	1.6
					70 1778		70UPK3			3 3/4	1.7
74 5/8 1895	74P	74PK3	74PS	74PBL	74 1880	74UP	74UPK3	74UPS	74UPBL	4	1.8
86 5/8 2200	86P	86PK3	86PS	86PBL	86 2185	86UP	86UPK3	86UPS	86UPBL	4.5	2.0
96 5/8 2454	**96P									1/2	2.5

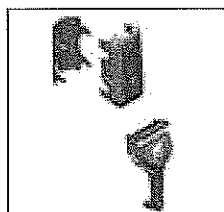
* Height includes leveling bolt and cap.

** 96P should not be used in units less than 24" (610mm) deep. Consult Metro Engineering for alternate recommendations.

† Post lengths to be specified as cut to a round number, i.e. 74P cut to 69". This will result in an overall post height with adjustment of 69 1/2" to 69 7/8".

† Mobile posts come without leveling bolt assembly to accommodate stem casters.

Important: When ordering by components remember that for maximum stability, units should be kept as wide and low as possible.



Replacement Parts

Each kit includes components for one original Super Adjustable or Super Adjustable 2 shelf; (4) wedges, (4) sleeves, (4) shelf releases.

Cat. No. SAKITA2

All Metro Catalog Sheets are available on our Web Site: www.metro.com



InterMetro Industries Corporation

North Washington Street, Wilkes-Barre, PA 18705

Phone: 570-825-2741 • Fax: 570-825-2852

For Product Information Call: 1-800-433-2232

L02-006A

Printed in U.S.A. Rev. 1/06

Information and specifications are subject to change without notice. Please confirm at time of order.

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#5 18 GAUGE STAINLESS STEEL WORK TABLES

REGENCY
Tables And Sinks



FEATURES

- Smooth type 304 stainless steel work surface makes cleaning a breeze
- Galvanized legs & undershelves provide unparalleled stability
- Adjustable bullet feet ensure leveling on uneven surfaces
- Combines unbeatable strength with long-lasting durability

SPECIFICATIONS



ITEM	LENGTH	WIDTH	WORK HEIGHT	UNDERSHelf DIMENSIONS	TOP SHELF CAPACITY	UNDERSHelf CAPACITY	WEIGHT
600T1824G	24"	18"	34"	18" x 12"	350 lb.	260 lb.	30 lb.
600T1830G	30"	18"	34"	24" x 12"	350 lb.	260 lb.	34 lb.
600T1836G	36"	18"	34"	30" x 12"	370 lb.	280 lb.	37 lb.
600T1848G	48"	18"	34"	42" x 12"	390 lb.	300 lb.	45 lb.
600T1860G	60"	18"	34"	54" x 12"	410 lb.	320 lb.	53 lb.
600T1872G	72"	18"	34"	66" x 12"	430 lb.	340 lb.	61 lb.
600T1896G	96"	18"	34"	90" x 12"	570 lb.	410 lb.	92 lb.
600T2424G	24"	24"	34"	18" x 18"	400 lb.	300 lb.	33 lb.
600T2430G	30"	24"	34"	24" x 18"	400 lb.	300 lb.	37 lb.
600T2436G	36"	24"	34"	30" x 18"	430 lb.	320 lb.	41 lb.
600T2448G	48"	24"	34"	42" x 18"	460 lb.	340 lb.	54 lb.
600T2460G	60"	24"	34"	54" x 18"	480 lb.	360 lb.	64 lb.
600T2472G	72"	24"	34"	66" x 18"	500 lb.	380 lb.	78 lb.
600T2484G	84"	24"	34"	78" x 18"	630 lb.	430 lb.	89 lb.
600T2496G	96"	24"	34"	90" x 18"	650 lb.	450 lb.	100 lb.
600T3030G	30"	30"	34"	24" x 24"	440 lb.	330 lb.	40 lb.
600T3036G	36"	30"	34"	30" x 24"	470 lb.	350 lb.	47 lb.
600T3048G	48"	30"	34"	42" x 24"	500 lb.	370 lb.	59 lb.
600T3060G	60"	30"	34"	54" x 24"	520 lb.	390 lb.	71 lb.
600T3072G	72"	30"	34"	66" x 24"	540 lb.	410 lb.	89 lb.
600T3084G	84"	30"	34"	78" x 24"	660 lb.	460 lb.	102 lb.
600T3096G	96"	30"	34"	90" x 24"	680 lb.	480 lb.	113 lb.

NOTE: 84" & 96" Work Tables Feature (6) Six Legs for Added Stability

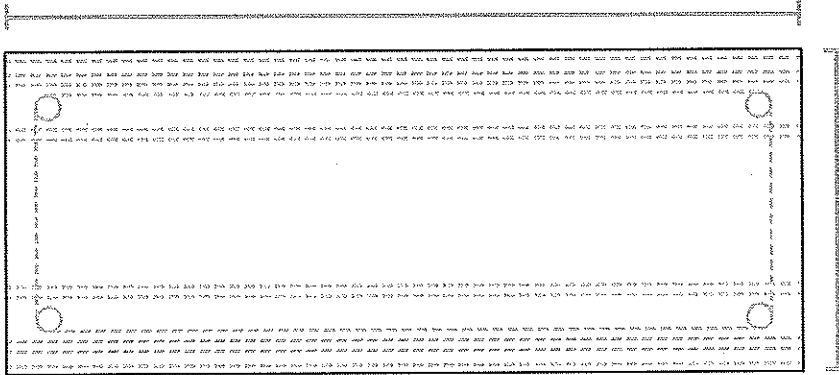
REGENCYTABLESANDSINKS.COM

18 GAUGE STAINLESS STEEL WORK TABLES

REGENCY
Tables And Sinks

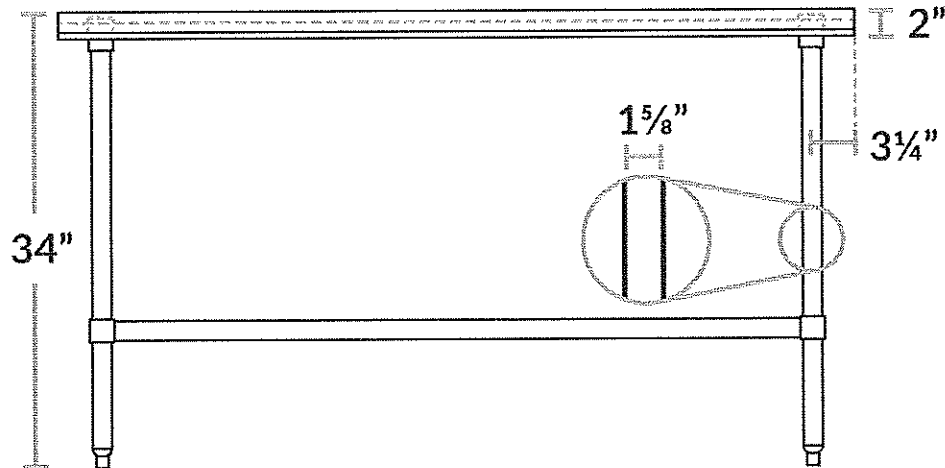
NSF

TOP
LENGTH

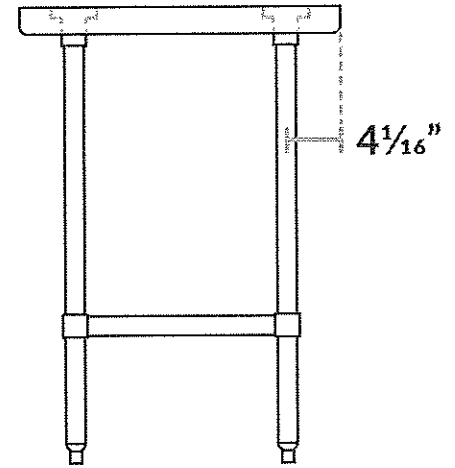


WIDTH

FRONT



SIDE





Features

- Heavy-duty cast-iron burner plates
- WEB300 – 1300 watts for quick heat-up and heat retention
- WDB600 – 1800 watts: 1300-watt large plate for quick heat-up and heat retention, 500-watt small plate for simmering and warming
- Brushed stainless steel housing
- Independent adjustable thermostats with ON and READY indicator lights
- Non-slip rubber feet
- Limited One Year Warranty

Cast-Iron Extra Burner & Double Burner



WEB300



WDB600



WARING COMMERCIAL

Specifications

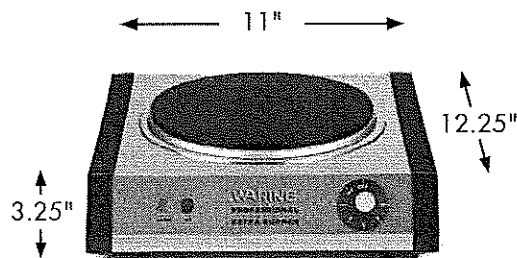
Cast-Iron Extra Burner & Double Burner WEB300 & WDB600



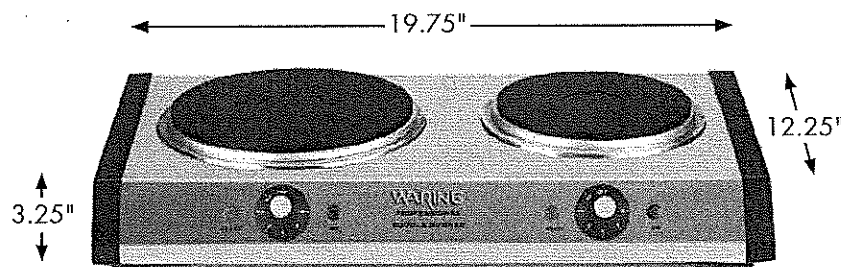
Item	Electrical	Listings	Dimensions (H" x W" x D")	Warranty
WEB300	120V, 11 Amp, 1300W	UL, NSF	3.25"x11"x12.25"	Limited 1 Year
WDB600	120V, 15 Amp, 1800W	UL, NSF	3.25"x19.75"x12.25"	Limited 1 Year

Ordering Information

Description	Catalog #	Std Pkg.	Ship Wt. (lbs.)	Cubic Feet	UPC Code
Cast-Iron Extra Burner	WEB300	2	18 lbs.	1.65	040072011566
Cast-Iron Double Burner	WDB600	2	27 lbs.	2.55	040072011559



WEB300

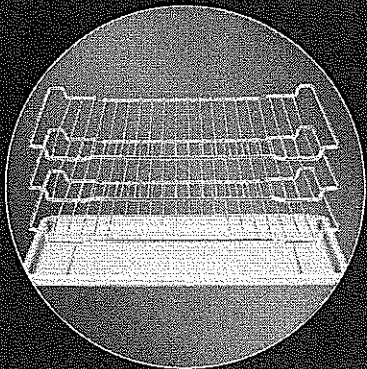


WDB600

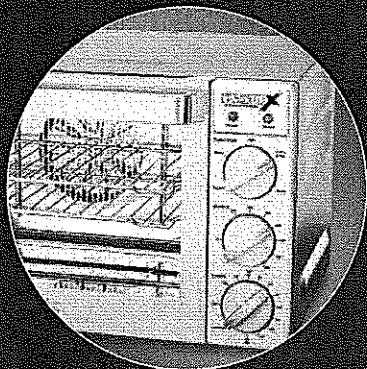
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10WC17894
PG-24290

#7

WARING
COMMERCIAL

**WC0500X: 3 baking racks
and 1 half-size
sheet pan included**



**WC0250X: 2 baking racks
and 1 quarter-size
sheet pan included**

QUARTER-SIZE & HALF-SIZE HEAVY-DUTY CONVECTION OVENS

- Convection bake, roast, bake and broil functions
- Double-pane, tempered glass door
- Advanced airflow design
- Heavy-duty brushed stainless steel construction
- Heat settings from 150°F – 500°F
- WCO250X: Handles up to 3 quarter-size sheet pans (not included)
2 baking racks and 1 quarter-size sheet pan included
- WCO500X: Handles up to 4 half-size sheet pans (not included)
3 baking racks and 1 half-size sheet pan included
- 1700 watts
- Limited One Year Motor Warranty



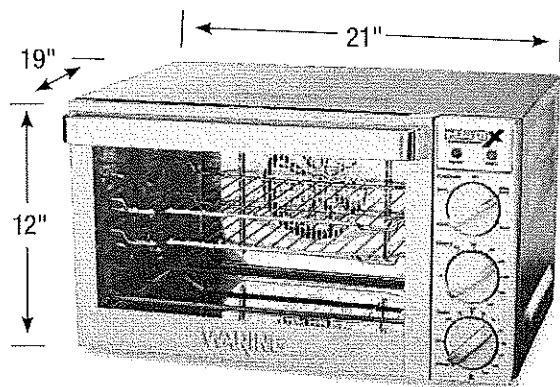
WCO500X



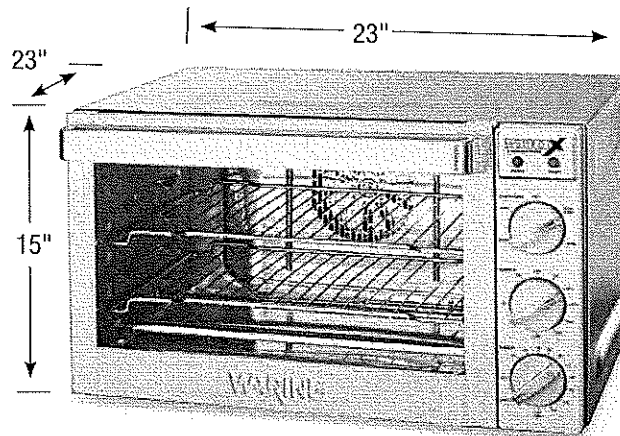
WCO Series



QUARTER-SIZE & HALF-SIZE HEAVY-DUTY CONVECTION OVENS



WCO250X/WCO250XC



WCO500X/WCO500XC

ITEM	ELECTRICAL	LISTINGS	OUT OF BOX WEIGHT	OUT OF BOX DIMENSIONS (L x W x H)	CORD LENGTH	WARRANTY
WCO250X	120V, 1700W, 14A, 60HZ	UL, NSF	41.8	21" x 19" x 12"	39"	Limited 1 Year
WCO250XC	120V, 1700W, 14A, 60HZ	cULus, NSF	41.8	21" x 19" x 12"	39"	Limited 1 Year
WCO500X	120V, 1700W, 14A, 60HZ	UL, NSF	55.2	23" x 23" x 15"	39"	Limited 1 Year
WCO500XC	120V, 1700W, 14A, 60HZ	cULus, NSF	55.2	23" x 23" x 15"	39"	Limited 1 Year

ORDERING INFO INFORMATION	#STD. PKG.	GIFTBOX WEIGHT	CUBIC FEET	BOX DIMENSIONS (L x W x H)	UPC	CASE PKG.	MC WEIGHT	MC DIMENSIONS (L x W x H)	MBC
WCO250X	1	33.2	2.98	22.12" x 23.12" x 17.12"	040072022432	1	33.2	23.75" x 23.75" x 17.5"	10040072022439
WCO250XC	1	33.2	2.98	22.12" x 23.12" x 17.12"	040072025617	1	33.2	23.75" x 23.75" x 17.5"	10040072025614
WCO500X	1	58	7.1	23.25" x 26.87" x 16.87"	040072022449	1	53.0	26.75" x 24.50" x 20"	10040072022446
WCO500XC	1	58	7.1	23.25" x 26.87" x 16.87"	040072025600	1	53.0	26.75" x 24.50" x 20"	10040072025607

PARTS & ACCESSORIES	ITEM #	UPC
Quarter-Size Nickel-Plated Baking Rack	WCO250RK	040072011313
Quarter-Size Stainless Steel Baking Sheet	WCO250TR	040072011306
Half-Size Nickel-Plated Baking Rack	WCO500RK	040072011337
Half-Size Stainless Steel Baking Sheet	WCO500TR	040072011320



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16WCO19295



#8

A Series

Solid Door Reach-In Refrigerators & Freezers

MODEL #178A23RHC

CABINET CONSTRUCTION

Cabinet construction includes white painted aluminum interior and 430 stainless steel exterior.

Foamed-in-place CFC- and HCFC-free polyurethane insulation helps provide structural rigidity and maintain internal temperatures.

Removable one-piece grill for cleaning and servicing.

Door has stay-open feature beyond 90° for easy loading, but will self-close under 90° to save energy.

REFRIGERATION SYSTEM

Environmentally-safe R290 refrigerant. Bottom-mounted condensing unit positioned for easy maintenance.

"No stoop" lower shelf raises product to a higher level for easy access.

SHELVING

3 gray epoxy-coated steel shelves included.

Each accommodates up to 90 lb.

MODEL FEATURES

Preprogrammed digital controls feature auto-defrost function.

PROJECT: _____

MODEL: _____ SERIAL#: _____

ITEM #: _____ QUANTITY: _____

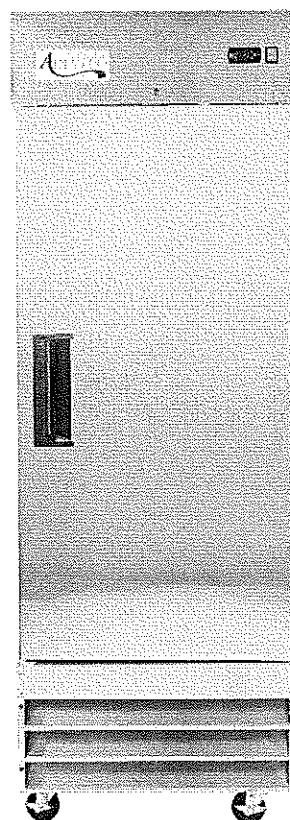
APPROVAL: _____ DATE: _____

A SERIES REACH-IN REFRIGERATOR

Keep ingredients within a safe temperature range in a sleek, durable, and easy-to-clean environment

SPECIAL FEATURES

- Self-closing door with convenient stay-open feature
- Easy-to-clean 430 series stainless steel exterior
- Painted aluminum interior
- Temperature range of 33-40°F
- 3 shelves included
- Environmentally-safe R290 refrigerant
- Digital temperature controller with automatic defrost function
- 115V; 1/5 HP
- ETL Safety & Sanitation Listed



WARRANTY

RESIDENTIAL: Avantco assumes no liability for parts or labor coverage for component failure, factory defect or any other damages for units installed in non-commercial foodservice or residential applications.



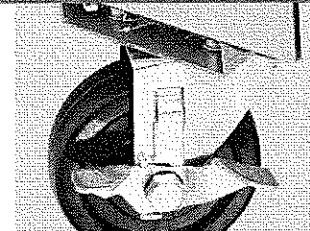
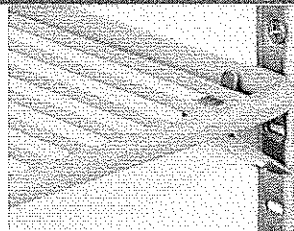
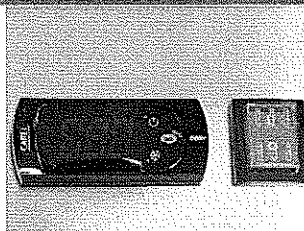
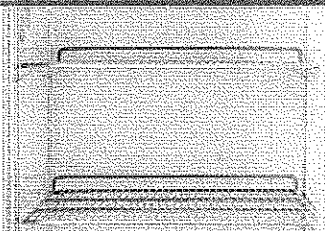
Parts & Labor



Compressor



★ Conforms to UL & NSF-7 Standards





A Series

Solid Door Reach-In Refrigerators & Freezers

MODEL #178A23RHC

TECHNICAL DATA

Dimensions

Exterior Dimensions	29"W x 32¼"D x 82½"H
Interior Dimensions	24¾"W x 27½"D x 53½"H
Net Volume	20.6 cu. ft.
Net Weight	282 lb.
Gross Weight	321 lb.
Packaging Dimensions	30¼"W x 34"D x 84½"H

Cooling

Temperature Range	33°F - 40°F
Refrigerant	R290
Max. Ambient Temperature	100°F
Defrosting	Automatic
Temperature Controller	Digital
Horsepower	1/5

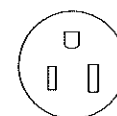
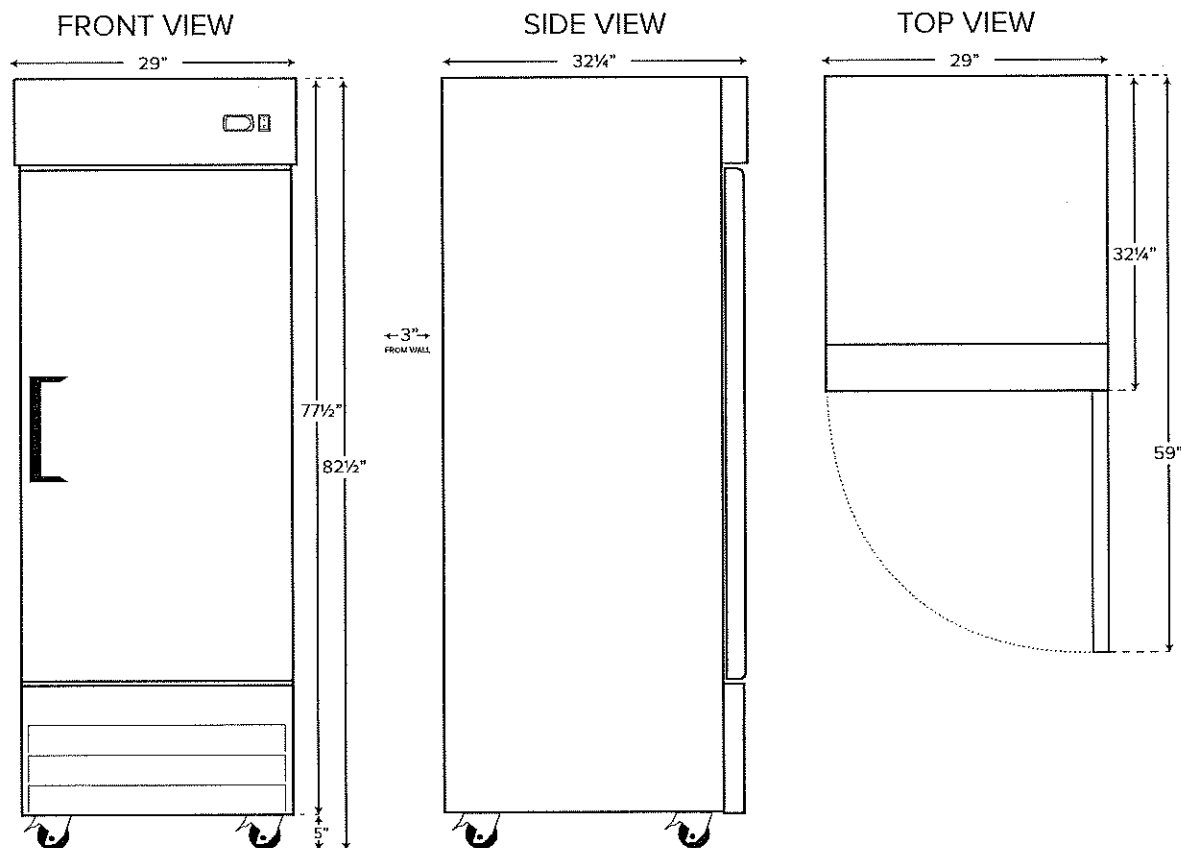
Construction

Exterior Material	430 Stainless Steel
Interior Material	Painted Aluminum
Insulation Material	Foamed-In-Place Polyurethane
Shelf Size	(3) 23¾"W x 23¼"D
Shelf Material	Epoxy-Coated Steel
Shelf Load Capacity	90 lb.

Electrical

Voltage	115
Amps	2.76
Hz	60
Phase	1
Plug Type	NEMA 5-15P
Electrical Cord Length	96"

PLAN VIEW



NEMA 5-15P



#9

A Series

Solid Door Reach-In Refrigerators & Freezers

MODEL #178A23FHC

CABINET CONSTRUCTION

Cabinet construction includes white painted aluminum interior and 430 stainless steel exterior.

Foamed-in-place CFC- and HCFC-free polyurethane insulation helps provide structural rigidity and maintain internal temperatures.

Removable one-piece grill for cleaning and servicing.

Door has stay-open feature beyond 90° for easy loading, but will self-close under 90° to save energy.

REFRIGERATION SYSTEM

Environmentally-safe R290 refrigerant. Bottom-mounted condensing unit positioned for easy maintenance.

"No stoop" lower shelf raises product to a higher level for easy access.

SHELVING

3 gray epoxy-coated steel shelves included.

Each accommodates up to 90 lb.

MODEL FEATURES

Preprogrammed digital controls feature auto-defrost function.

PROJECT: _____

MODEL: _____ SERIAL#: _____

ITEM #: _____ QUANTITY: _____

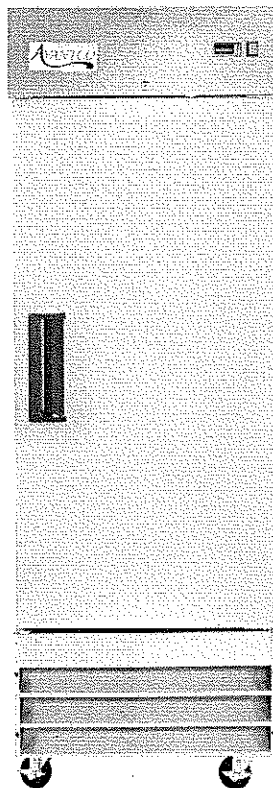
APPROVAL: _____ DATE: _____

A SERIES REACH-IN FREEZER

Keep ingredients within a safe temperature range in a sleek, durable, and easy-to-clean environment

SPECIAL FEATURES

- Self-closing door with convenient stay-open feature
- Easy-to-clean 430 series stainless steel exterior
- Painted aluminum interior
- Temperature range of (-8)°F - (-1)°F
- 3 shelves included
- Environmentally-safe R290 refrigerant
- Digital temperature controller with automatic defrost function
- 115V; 1/2 HP
- ETL Safety & Sanitation Listed



WARRANTY

RESIDENTIAL: Avantco assumes no liability for parts or labor coverage for component failure, factory defect or any other damages for units installed in non-commercial foodservice or residential applications.



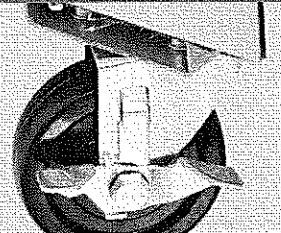
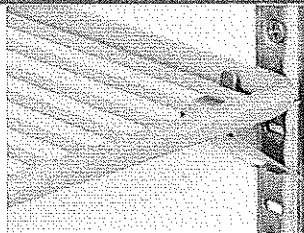
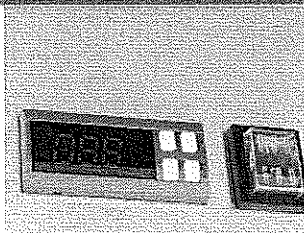
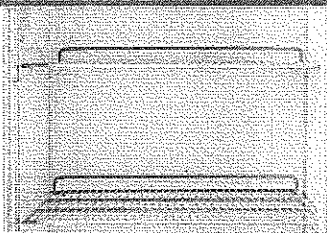
Parts & Labor



Compressor



★ Conforms to UL & NSF-7 Standards





A Series

Solid Door Reach-In Refrigerators & Freezers

MODEL #178A23FHC

TECHNICAL DATA

Dimensions

Exterior Dimensions	29"W x 32¼"D x 82½"H
Interior Dimensions	24¾"W x 27½"D x 53½"H
Net Volume	20.6 cu. ft.
Net Weight	280 lb.
Gross Weight	321 lb.
Packaging Dimensions	30¼"W x 34"D x 84½"H

Construction

Exterior Material	430 Stainless Steel
Interior Material	Painted Aluminum
Insulation Material	Foamed-In-Place Polyurethane
Shelf Size	(3) 23¾"W x 23¼"D
Shelf Material	Epoxy-Coated Steel
Shelf Load Capacity	90 lb.

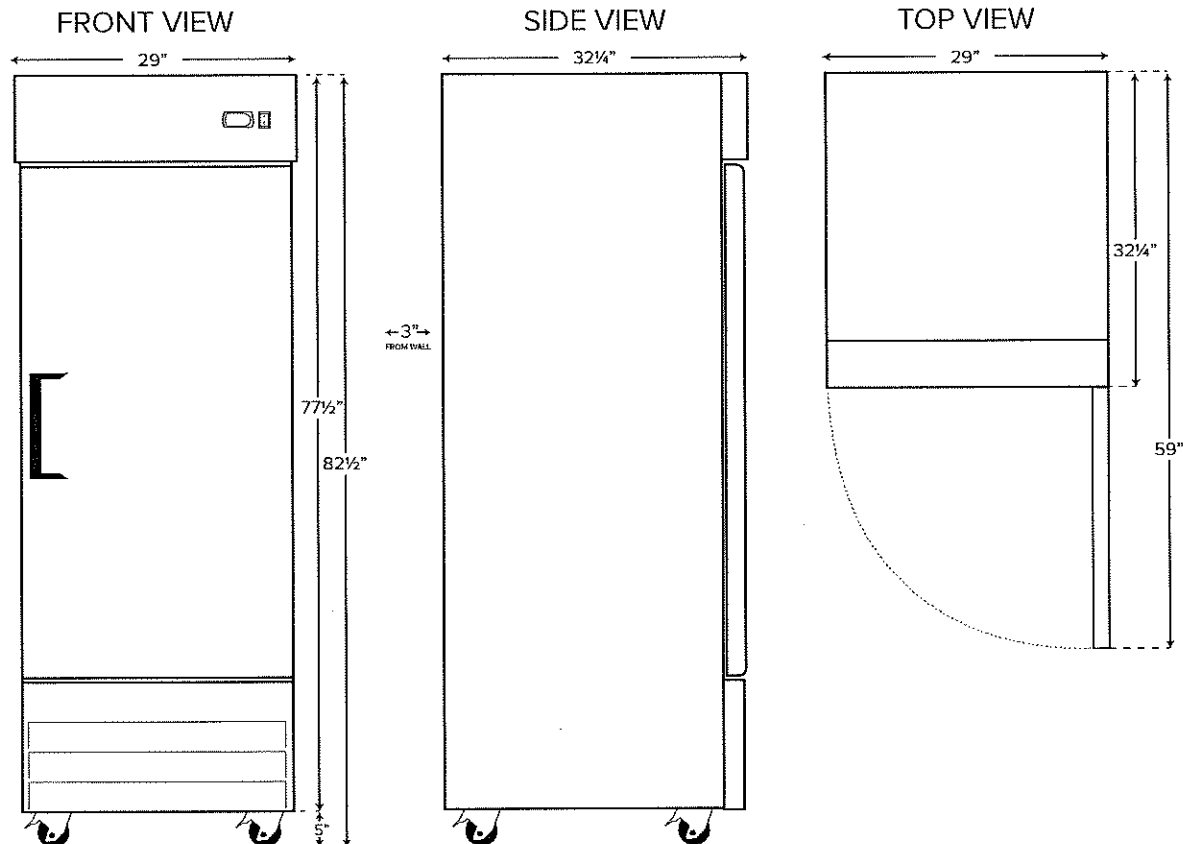
Cooling

Temperature Range	(-8)°F - (-1)°F
Refrigerant	R290
Max. Ambient Temperature	100°F
Defrosting	Automatic
Temperature Controller	Digital
Horsepower	1/2

Electrical

Voltage	115
Amps	7.92
Hz	60
Phase	1
Plug Type	NEMA 5-15P
Electrical Cord Length	96"

PLAN VIEW



STAINLESS STEEL ONE BOWL UNDERBAR HAND SINK WITH SWING FAUCET

#10

ITEM #: _____ QUANTITY: _____

PROJECT: _____

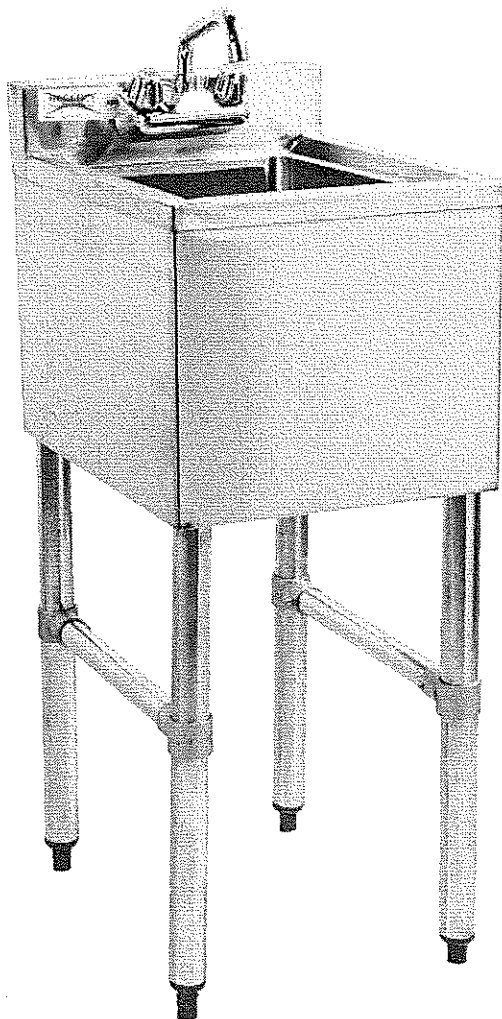
APPROVAL: _____

DATE: _____

REGENCY
Tables and Sinks

FEATURES

- 18 gauge type 304 stainless steel top, bowl, and backsplash
- 20 gauge type 304 stainless steel apron
- Galvanized steel legs & sockets with plastic bullet feet
- Holes punched on 4" centers accommodate included 6" swing spout, wall mounted faucet (600FW46LL)
- 3" high backsplash helps protect walls and contain splashes



SPECIFICATIONS

ITEM	LENGTH	DEPTH	HEIGHT (Total)	HEIGHT (Work)	BOWL DEPTH	BOWL L to R	BOWL F to B	NUMBER OF DRAINBOARDS	SIDE	NET WEIGHT
600B11014	14½"	18¾"	33"	30"	5"	10"	14"	0	N/A	31.3 lb.

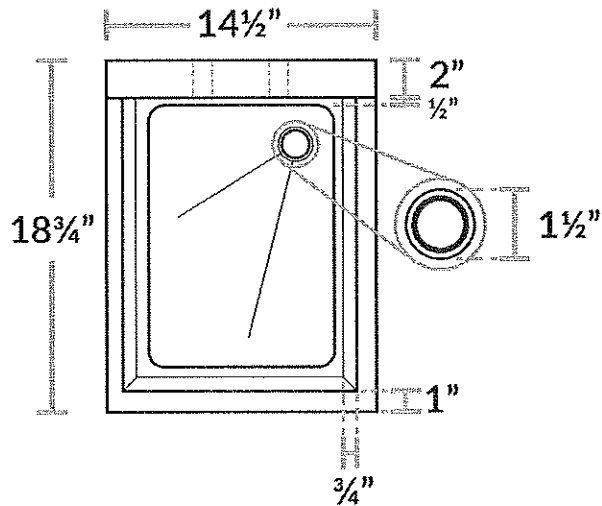


REGENCYTABLESANDSINKS.COM

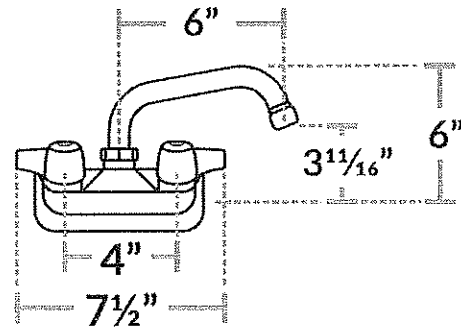
STAINLESS STEEL ONE BOWL UNDERBAR HAND SINK WITH SWING FAUCET

REGENCY
Tables and Sinks

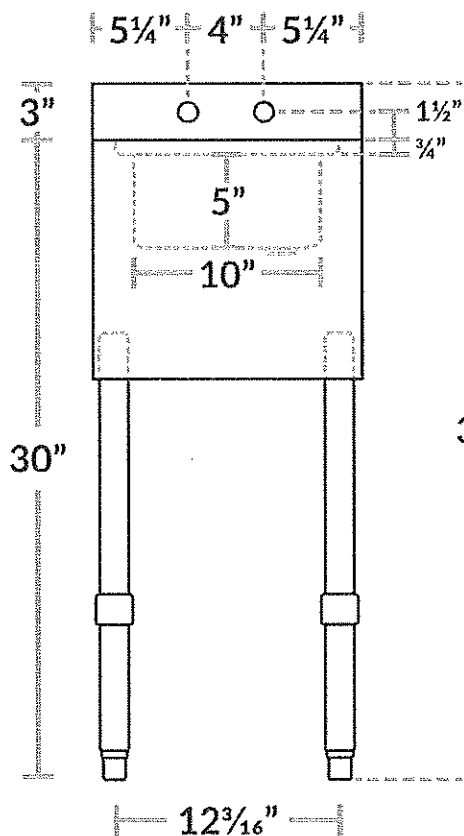
TOP



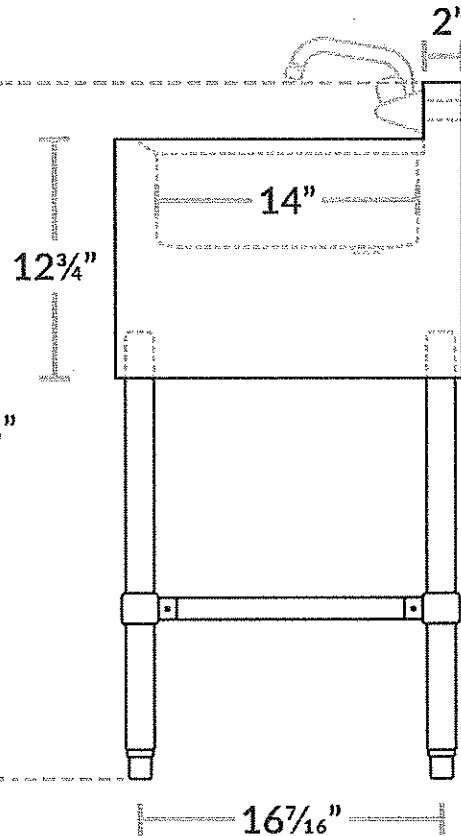
FAUCET



FRONT



SIDE



UBB Series Back Bar Refrigerator

#11

REFRIGERATION
AVANTCO

www.AvantcoRefrigeration.com

MODELS #178UBB1GHC

UBB SERIES - STANDARD DEPTH, GLASS DOOR

Keep quality beverages chilled and ready to serve.

CABINET CONSTRUCTION

Heavy-duty black coated steel exterior with a 201 type stainless steel interior. Self-closing, glass door comes standard with a lock to protect contents inside. Durable, 1½" thick stainless steel top for prep and drink service.

Foamed-in-place CFC- and HCFC-free polyurethane insulation enhances the structural strength of the cabinet and helps increase energy efficiency.

REFRIGERATION SYSTEM

Environmentally safe R290 refrigerant. Rear-mounted condensing unit positioned for easy maintenance.

SHELVING

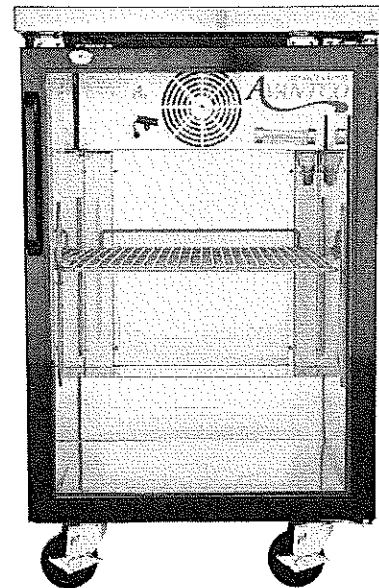
1 epoxy-coated steel shelf included accommodates up to 90 lb.

MODEL FEATURES

Preprogrammed digital controller features auto-defrost function. Standard depth accommodates one ½ size keg.

SPECIAL FEATURES

- Eco-friendly R290 hydrocarbon refrigerant
- Sleek, black coated steel exterior with glass door
- Food-rated 201 type stainless steel interior with coved corners
- Digital temperature controls maintain temperatures from 33-40°F
- Accommodates up to one ½ keg
- 1 epoxy-coated steel shelf accommodates up to 90 lb. each
- Foamed-in-place polyurethane insulation
- Built-in 1½" stainless steel top
- Auto defrost for easy maintenance
- 115V, 1/6 hp



WARRANTY

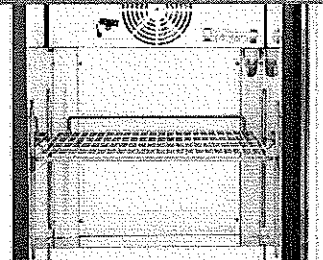
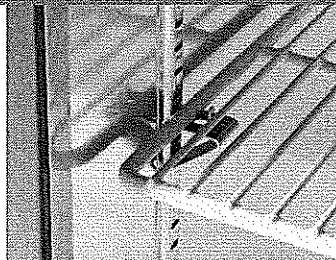
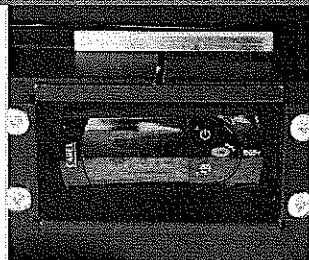
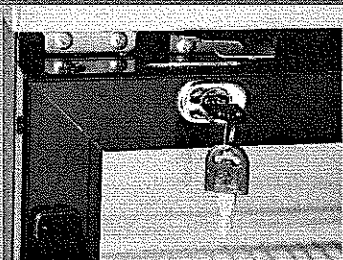
RESIDENTIAL: Avantco assumes no liability for parts or labor coverage for component failure, factory defect or any other damages for units installed in non-commercial foodservice or residential applications.



Parts & Labor



Compressor



UBB Series

Back Bar Refrigerator



www.AvantcoRefrigeration.com

MODELS #178UBB1GHC

TECHNICAL DATA

Dimensions

Exterior Dimensions	23½"W x 30¾"D x 39¾"H
Interior Dimensions	29½"W x 18⅞"D x 28⅞"H
Net Volume	7.8 cu. ft.
Net Weight	132 lb.
Gross Weight	176 lb.
Packaging Dimensions	26"W x 32¼"D x 45"H

Cooling

Temperature Range	33 - 40°F
Refrigerant	R290
Max. Ambient Temperature	90°F
Defrosting	Automatic
Temperature Controller	Digital
Horsepower	1/6

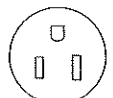
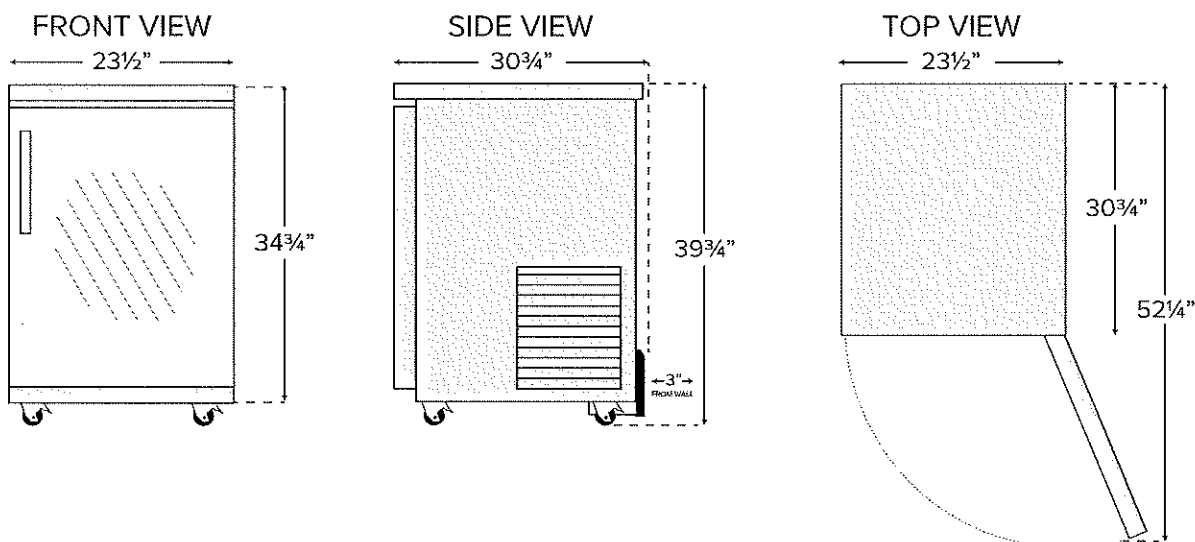
Construction

Exterior Material	Black Coated Steel
Interior Material	Type 201 Stainless Steel
Insulation Material	Foamed-In-Place Polyurethane
Shelf Size	18⅞"W x 23⅞"D
Shelf Material	Epoxy-Coated Steel
Shelf Load Capacity	90 lb.

Electrical

Voltage	115
Amps	1.92
Hz	60
Phase	1
Plug Type	NEMA 5-15P
Electrical Cord Length	96"

PLAN VIEW



NEMA 5-15P



#12

PROJECT: _____

MODEL: _____ SERIAL#: _____

ITEM #: _____ QUANTITY: _____

APPROVAL: _____ DATE: _____

Undercounter Ice Machines

Air Cooled, Full Cube

MODELS #194UC120A

Always have plenty of ice on demand in bars, restaurants, or concession stands.

FEATURES

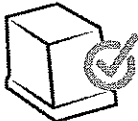
- Durable stainless steel exterior
- Digital controller notifies user of any issues, stage of production, cleaning cycle, and adjusts ice thickness
- Air filter is easily removable for cleaning
- Includes mounting holes for OceanLoch water filters
- Includes adjustable legs for leveling your ice machine
- Includes ice scoop

ICE STYLE

This unit produces full cube size ice.



Half Cube
3/8" x 7/8" x 3/8"



Full Cube
7/8" x 7/8" x 7/8"

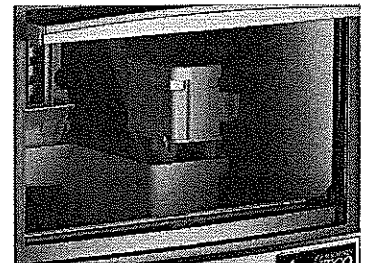
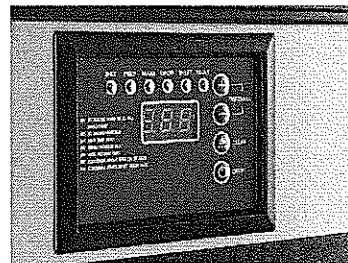
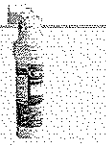
24 HOUR ICE PRODUCTION

70°F air/50°F water	129 lb.
90°F air/70°F water	95 lb.

OPTIONS & ACCESSORIES

7900CLOKITM

C Pure, Oceanloch-M Water Filtration System,
1 Micron Rating and 1.67 GPM



WARRANTY

RESIDENTIAL: Avantco assumes no liability for parts or labor coverage for component failure, factory defect or any other damages for units installed in non-commercial foodservice or residential applications.



★ Conforms to UL & NSF-7 Standards

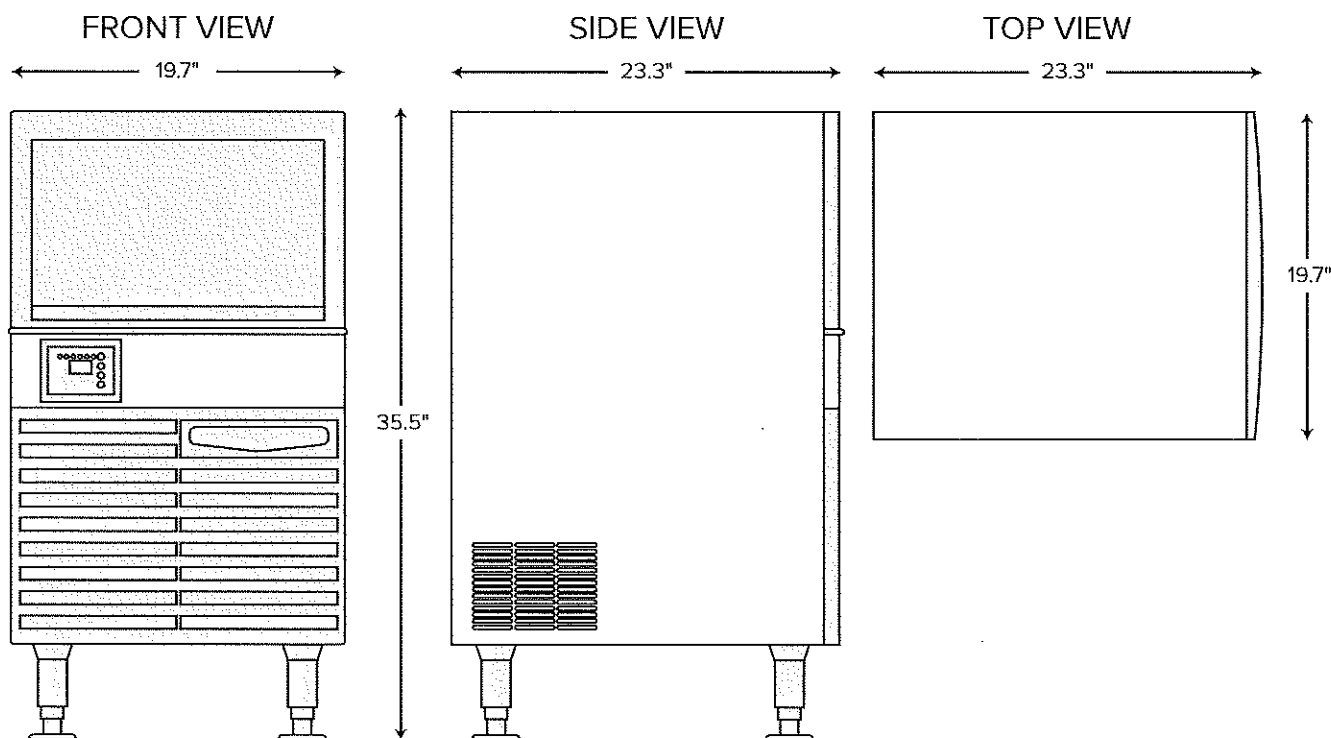


Undercounter Ice Machines

Air Cooled, Full Cube

MODELS #194UC120A

PLAN VIEW



TECHNICAL DATA

Installation Requirements

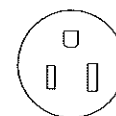
Ambient Temperature Range	40° to 90°F
Water Temperature Range	40° to 90°F
Water Pressure Range	18.75 psi min; 80 psi max
Potable Water Usage	22.8 gal/100 lbs. ice

Dimensions

Unit Dimensions	19.7"W x 23.3"D x 35.5"H
Net Weight	100 lb.
Gross Weight	111 lb.
Packaging Dimensions	22.9"W x 26.4"D x 32.9"H

Electrical

Voltage	115
Amps	5
Hz	60
Phase	1
Plug Type	NEMA 5-15P
BTU/hr	1522
Power kWh/100 lbs. ice	8.7
Max Fuse Size or HACR Breaker	15
Refrigerant	R290



NEMA 5-15P



Planning Board

(as of September 13, 2021)

MEMBERS:

Steven Heikin, Chair.....Term expires 2023

Linda Hamlin.....Term expires 2023

James Carr.....Term expires 2022 (resigned)

Mark J. Zarrillo.....Term expires 2022

Blair Hines.....Term expires 2019

Matthew Oudens.....Term expires 2019 (not seeking reappointment)

Shelly Chipimo.....Term expires 2024

PLANNING BOARD APPOINTMENTS ARE 5 YEAR TERM

Shelly Chipimo interview for appointment 5/25/21

David Deininger interviews for appointment 5/25/21

Steve Heikin interviews for reappointment 6/22/21

Blair Hines interviews for reappointment 7/6/21

Brandon Roberts interviews for appointment 7/6/21

Abigail Hiller applies for appointment 9/14/21

Andrea Brue interviews for appointment 9/21/21

Greg Zurlo interviews for appointment 9/21/21

8.B.

July 22, 2021

Polly Selkoe
Brookline Planning Department
333 Washington Street
Brookline, MA 02445

Dear Polly:

As a nominee to the Brookline Planning Board, I offer my experience as an architect, urban designer and as a Brookline resident.

A longtime resident of Brookline and a practicing architect for over twenty years, I have a special appreciation for what makes Brookline so special. It is a unique place in which to live and work that straddles “town and country”- between urban Boston and the surrounding greater Boston suburbs. It is the best of both worlds. I grew up in San Diego, California and came east for college- where I found myself attracted to the rich history and culture found in the urban environments of New England. Settling in Brookline, I was attracted to the town’s closeness to Boston but far enough away to have a home with a yard. My husband and I liked that we could bike or take public transportation to work, our children could attend excellent public schools, and we could enjoy the diverse culture of local shops and restaurants and the historic character of the streetcar suburb.

Over the more than 20 years, I have witnessed many changes in development, infrastructure, and culture. As a resident of Brookline, I want to see the aspects of Brookline I was originally attracted to be maintained and strengthened. As an architect, I want to see the built environment and open spaces maintained for next generations of Brookliners. Having spent many years as a preservation architect, I have learned that there is an art to balancing the past with the future. I am aware of the value in taking care of our historic buildings but also know the importance of planning for our future- which sometimes means replacing outdated structures with new state of the art facilities.

As a planning board member, I hope to bring an open mind to each project review. Through my experience as an architect of both public and private building projects and with my design sense and knowledge of planning and construction, I will contribute a level of expertise to the planning board.

Sincerely,

Andrea Brue

8.B.

ANDREA L. BRUE

RA, AIA, LEED

47 Naples Road Brookline MA 02446 | andreabru5@gmail.com | 617-733-6733

EDUCATION | **HARVARD GSD, CAMBRIDGE MA**
MAUD 1991

RHODE ISLAND SCHOOL OF DESIGN, PROVIDENCE RI
BARCH AND BFA 1988

SYRACUSE UNIVERSITY, FLORENCE, ITALY
SEMESTER ABROAD FALL 1987

EXPERIENCE | **ARROWSTREET BOSTON MA**
FEBRUARY 2017 TO PRESENT

- **Canoe Place Inn and Hampton Boathouses Development**, Southampton, NY
Project Architect/Manager for renovation of historic 1920s Inn and new construction of 37 Queen Anne style townhomes
- **Back Bay Station Renovations**, Boston, MA
Project Architect for renovation of the concourse at Back Bay Station

GOODY CLANCY BOSTON MA
JUNE 2006 TO JUNE 2016

- **Dept. of Homeland Security Headquarters at St. Elizabeths West Campus**, Wash. D.C.
Project Architect responsible for \$400 million US General Services Administration project to adapt National Historic Landmark into headquarters for DHS; included historic preservation and adaptive reuse of 700,000sf of existing buildings from the 1850s and 200,000sf of new construction
- **Waterbury State Office Complex**, Waterbury VT
Project Architect/Manager for \$95 million reuse of the Waterbury State Office Complex, a state facility of 700,000sf that includes reuse of a former psychiatric state hospital dating from 1890. The project restored 15 buildings within the historic core of the campus as well as food mitigation and new technologies to reduce energy consumption

Waterbury State Office Complex recipient of Vermont Trust for Historic Preservation project of the year award 2016

- **New Cabell Hall, University of Virginia**, Charlottesville VA
Project Architect for 1950s era faculty and office building for College of Arts & Sciences with over 50 classrooms and 200 offices. Work included replacement of a systems, incorporation of daylighting strategies, and creative solutions to reconnecting with the campus. LEED Gold Certification
- **Richardson Center Corporation**, Buffalo NY
Project Manager for the renovation of the former Buffalo State Hospital designed by HH Richardson, now a National Historic Landmark and adapted for reuse as a new hotel; as the preservation architect, charged with the exterior renovation, including masonry, window, and roof repair scope.
- **Other Projects**
Isenberg School of Management, UMass Amherst- Project Manager for new business school, partnered with BIG architects

Warren/Moore Residence Halls at Vanderbilt University, Nashville TN-
Architect/Designer for new living/learning center with food services and classrooms, LEED Gold

Global Heritage Hall, Roger Williams Univ., Bristol RI- PA/Designer for new 53,000 sf classroom building / AIA RI Merit Award

8.B.

PERKINS + WILL BOSTON MA

JUNE 2002 TO MAY 2006

- **Mass. College of Pharmacy**, Boston MA- Project Manager for new classroom building
- **Southern Methodist Univ.**, Dallas TX- Project Architect for addition and renovation of 1920s residence hall buildings
- Other Projects
 - **Babson College, Wellesley MA-** Project Architect for new graduate residence hall
 - **Wentworth Inst. of Technology, Boston MA-** Project Architect for new undergraduate residence hall

SHEPLEY BULFINCH RICHARDSON & ABBOTT BOSTON MA

JANUARY 1996 TO MAY 2002

- **American Antiquarian Society**, Worcester MA- Project Designer for addition and renovation of circa 1870s & 1900s national research library; project include modernization of existing facilities and a state of the art addition for storage of historic collection of American literature and graphic arts

LEADERSHIP & AWARDS

Managed design and documentation of complex residential and government projects including interview, leading design and construction meetings, public hearings and marketing

Employee of the Year at SBRA, 2001; named Associate at Goody Clancy, 2009

Named Associate at Arrowstreet, 2018

Member of AIA, BSA, APTNE. Presented at APTNE, 2014 and 2016

REFERENCES

Jim Batchelor, Principal / Arrowstreet Batchelor@arrowstreet.com

Jim Verhosek, Senior Assoc. / Goody Clancy 617-850-6553 (w)

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Thu 7/22/2021 12:24 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name ANDREA BRUE

Address

Application for specific Board/Commission? Planning Board

What type of experience can you offer this Board/Commission? 20+year resident of Brookline, practicing architect for 25+ years with experience in both public and private projects

What type of issue would you like to see this Board/Commission address? 47 Naples Rd

Are you involved in any other Town activities? NO

Do you have time constraints that would limit your ability to attend one to two meetings a month? NO

IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.) [ABrue-Planning Brd Cover letter-Resume.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

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Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Mon 9/13/2021 9:31 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Gregory Zurlo
Address	
Application for specific Board/Commission?	Planning Board
What type of experience can you offer this Board/Commission?	Real estate developer, academically trained as an architect / Planning Board member and chair experience in another municipality.
What type of issue would you like to see this Board/Commission address?	Assist and support efforts that enhance our neighborhoods and Town overall
Are you involved in any other Town activities?	No
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Gregory Zurlo Application Materials for the Town of Brookline Planning Board.pdf

Email not displaying correctly? [View it in your browser.](#)

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Gregory Zurlo, Associate AIA

EXECUTIVE SUMMARY-----

A real estate development and design professional that started his career hands-on in the building trades, educated as an architect and practiced with many notable firms in the Boston area developing leadership and excellence in design and project execution. Currently the managing partner at StreetBlock Development, LLC a real estate development, investment, and design firm. Professional driver: working with strategic partners to invest, design, and build what elevates the expectations of all stake holders.

PROFESSIONAL EXPERIENCE-----

Current

StreetBlock Development, LLC	Managing Partner
------------------------------	------------------

Past (1993 to current)

DREAM Collaborative, LLC	Associate Principal / Director of Project Management
The Narrow Gate Architecture, LTD	Project Manager
Winslow Architects Inc	Senior Project Manager
Private Practice	Development Consultant / Architectural Designer
Koetter Kim & Associates, Inc	Project Manager / Senior Construction Administrator
TRO Jung Brannen, Inc	Construction Administrator
Kallmann McKinnell & Wood Architects	Construction Administrator
Rothman Partners, Inc	Construction Administrator

EDUCATION-----

Harvard Extension School	Real Estate Development Certificate Program
Boston Architectural College	Bachelor of Architecture Program
Broward College, FL	Associates in Arts & Architecture Program

COMMUNITY SERVICE-----

Current

Zoo New England, Building & Grounds Committee Member

Zoon New England, Advisory Council Member

Temple Isaiah Lexington, Return from Covid Working Group Member

Gregory Zurlo, Associate AIA

COMMUNITY SERVICE (continued)

Guest Presenter, Boston Architectural College, Master of Real Estate Development Program, Professional Practice Course

Student Mentor, Boston Architectural College, Master of Real Estate Development Degree Candidates

Past (Noteworthy Sample)

Trustee / Board of Directors Temple Isaiah, Lexington MA

Chair, Town of Lexington Planning Board

Co-Chair Town of Lexington Economic Development Task Force

Town of Lexington Design Advisory Committee Member

Instructor, Boston Architectural College, Advanced Level Design Studio

Facilitator, Boston Society of Architects, Build Boston, Future of Architectural Education Workshop

MEMBERSHIPS

Current

Urban Land Institute, Associate Member

Boston Society of Architects

American Institute of Architects, Associate Member

Community Rowing Inc, Men's Competitive Crew Team

Past (Noteworthy Sample)

International Brotherhood of Teamsters, Local 810

Construction Specifiers Institute



Coppersmith Village, TNG | Beth Israel Deaconess Medical Center, Rothman Partners | Stonybrook Village, Winslow Architects | Suffolk County Courthouse, Kallmann McKinnell & Wood | P12C, Dream Collaborative | Yale University Social Science & Academic Building, KK&A

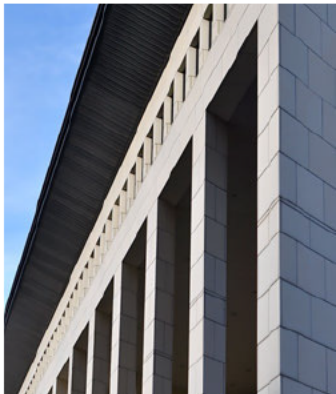
ENCLOSED HEREIN ARE A SAMPLE LIST OF PROJECTS FOR WHICH MR. ZURLO HAS BEEN INVOLVED WITH IN A LEADERSHIP CAPACITY OR HAS MADE A SIGNIFICANT CONTRIBUTION.

Carl J. Shapiro Clinical Center



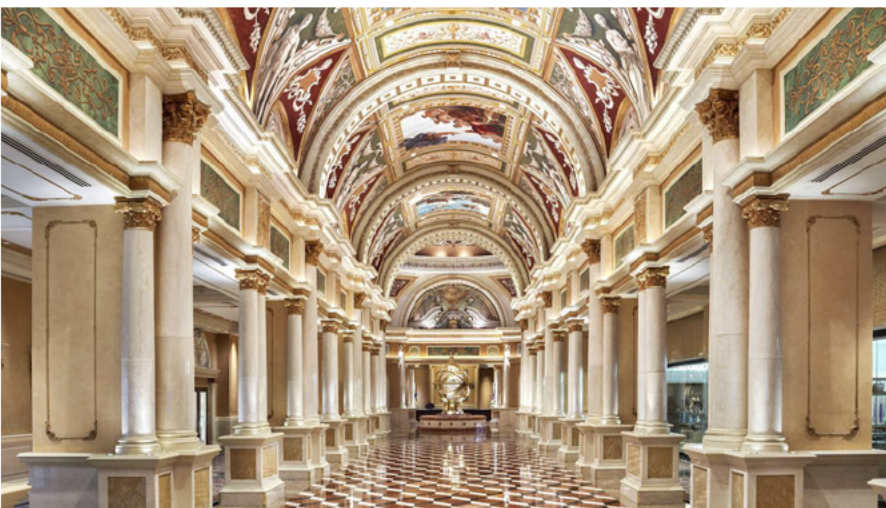
CLIENT: Beth Israel Hospital
PROJECT: Carl J Shapiro Clinical Center
FIRM: Rothman Partners (w/ consulting architect Chan Krieger & Associates)

Edward W. Brooke Courthouse



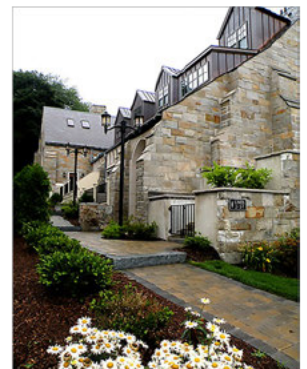
CLIENT: U.S. General Service Administration
PROJECT: Edward W. Brooke Courthouse
FIRM: Kallmann McKinnell & Wood Architecture

The Venetian Hotel & Casino



CLIENT: Las Vegas Sand Corporation
PROJECT: The Venetian Hotel & Casino
FIRM: The Stubbins Associates (KlingStubbins)

Bell Tower Condominiums



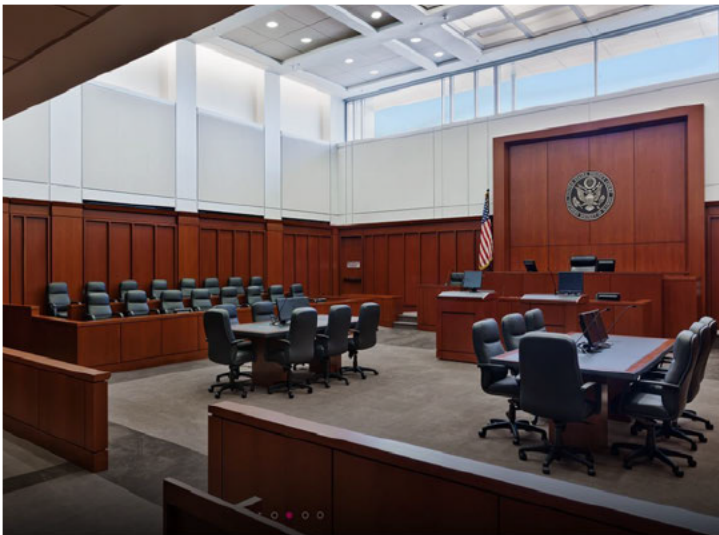
CLIENT: Real Acquisitions Development
PROJECT: Bell Tower Condominiums
FIRM: Line Company Architects

St Francis Cancer Center



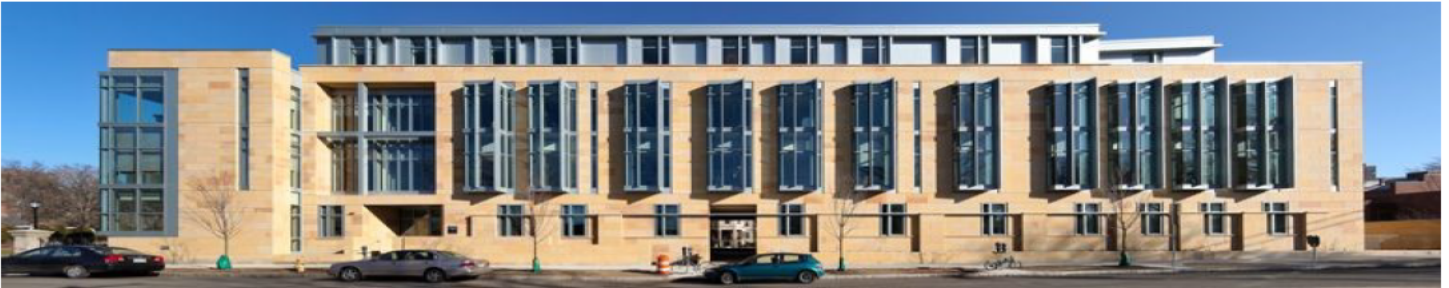
CLIENT: Saint Francis Hospital & Medical Center
PROJECT: Cancer Treatment Center
FIRM: TRO|Jung Brannen

U.S. Federal Courthouse



CLIENT: U.S. General Service Administration
PROJECT: Rockford II U.S. Federal Courthouse
FIRM: Koetter Kim & Associates

Political Science Building



CLIENT: Yale University Dept of Planning & Construction
PROJECT: Political Science Building
FIRM: Koetter Kim & Associates

8.B.

Bishop Allen Apartments



CLIENT: Just-A-Start Corporation
PROJECT: Bishop Allen Apartments
FIRM: Winslow Architects, Inc

8.B.

Stony Brook Apartments



CLIENT: Common Ground
PROJECT: Stony Brook Apartments, Phase II
FIRM: Winslow Architects, Inc

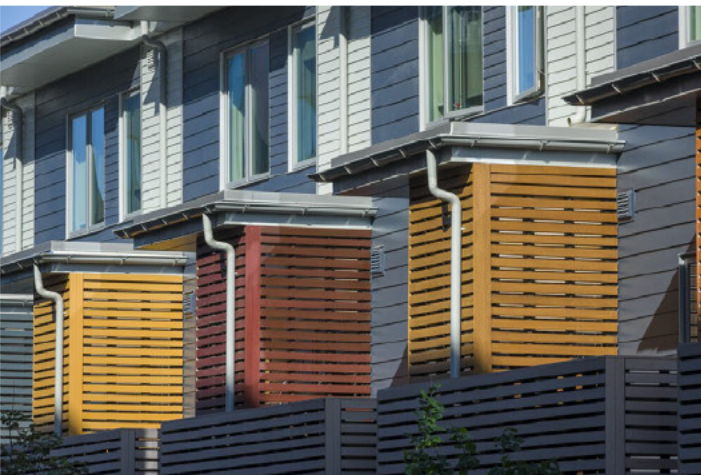
8.B.

50 York Street Apartments



CLIENT: Just-A-Start Corporation
PROJECT: 50 York Street Apartments
FIRM: Winslow Architects, Inc

Coppersmith Village Townhomes



CLIENT: Neighborhood of Affordable Housing
PROJECT: Coppersmith Village Townhomes
FIRM: The Narrow Gate Architecture, Ltd

8.B.

Elizabeth Stone House



CLIENT: Elizabeth Stone House
PROJECT: Elizabeth Stone House Headquarters
FIRM: The Narrow Gate Architecture, Ltd

8.B.

2451 Washington Street



CLIENT: Madison Park Development Corporation
PROJECT: 2451 Washington Street Condominiums
FIRM: DREAM Collaborative, LLC

8.B.

Call-Carolina Townhomes



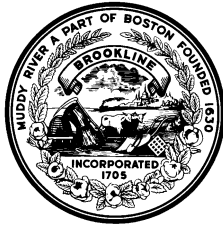
CLIENT: Jamaica Plain Neighborhood & Development Corporation
PROJECT: Call-Carolina Townhomes
FIRM: DREAM Collaborative, LLC

8.B.

Parcel P12 Chinatown



CLIENT: Millennium Partners
PROJECT: Parcel P12
FIRM: DREAM Collaborative, LLC (Joint venture w/ Stantec Boston)



TOWN of BROOKLINE

Massachusetts

MELVIN A. KLECKNER
TOWN ADMINISTRATOR

333 WASHINGTON STREET
BROOKLINE, MASSACHUSETTS 02445
TEL. (617) 730-2211
FAX: (617) 730-2054
www.brooklinema.gov

Memorandum

To: Select Board
From: Mel Kleckner, Town Administrator
Subject: Police Officer Hiring
Date: Tuesday, September 21, 2021

This memorandum is in follow-up to the Select Board's discussion last week related to the request to authorize the hiring of 9 police officers to fill existing vacancies. Based on the authorized funding in the FY 2022 Budget, there is a complement of 135 sworn police officers in the Brookline Police Department. Currently, there are 120 officers employed, leaving 15 vacancies. It is expected that impending retirements and transfers to other police departments will increase these number of vacancies, including one officer who reaches mandatory retirement age within a few months.

As I understand the issue raised last week, there are questions about the activities of officers assigned as Youth Resource Officers and Community Service Officers, especially following the vote of the Select Board to eliminate the "School Resource Officer (SRO)" and "Walk and Talk" programs in the Schools and Housing Authority respectively. Specifically, how has elimination of these programs changed the work of the officers previously assigned to them and what impact does this have on the overall personnel levels in the department? Before addressing these questions, it is important to clarify and confirm that the programs in question have been eliminated. There was some unfortunate discussion that may have left the impression that the Board's vote to eliminate these programs has not been fully implemented or that there are other activities not consistent with spirit of the Board's vote.

There is no dispute that the Select Board is the chief elected body of the Town with legal jurisdiction over the Police Department. The Town By-Laws are clear, consistent with the legal framework adopted by the Town, that the Board serves a "Police Commissioners". According to Article 3.21A of the By-Laws;

In accordance with and to implement the Select Board Members' responsibilities under applicable laws, the Select Board shall bear the titles "Police Commissioners" and "Fire Commissioners" when exercising their responsibilities relating to the town's Police Department and Fire Department, respectively. The Select Board Members' responsibilities and authority are not enhanced, diminished, or altered in any fashion from those that exist under applicable Laws

9.A.

by virtue of bearing such titles, nor shall the Board be involved in the day-to-day administration, operations or management of the Police and Fire Departments.

The Select Board's vote of June 15, 2021 to eliminate the SRO and Walk and Talk programs was certainly a decision within the Select Board's policy authority and has been implemented fully. To repeat, ***the SRO and Walk and Talk programs have been eliminated.*** The remaining question is whether the activities of the officers previously assigned to these programs are appropriate and what, if any, impact the elimination of these programs has on the overall complement of officers needed by the Town. As discussed by the Chief last week and as depicted on the Department's organization chart, the seven officers previously assigned to the School Resource Officer and Walk and Talk programs continue to use their specialized training, experience and relationships to support youth and community resource needs in the Department. Dealing with youth issues in the criminal justice system is sensitive and complex and the Chief believes we need specially trained officers to support the myriad of matters that relate to youth in the community. Similarly, officers trained in the Community Services Division actively support many programs unrelated to the Housing Authority, including the Brookline Food Pantry, Homelessness, and a new LGBTQ+ initiative. When the need or conditions arise, these officers also respond to general calls for service. I believe the Chief when he tells me that these officers are very busy and productive during their shifts.

The decision to eliminate the SRO and Walk and Talk programs was a difficult and contentious one. I believe a commitment was made to continue the discussions between the Select Board, Police Department, School Committee, Housing Authority and others about the future of police relationships and programs. Meanwhile, the number of vacant positions in the Department is impacting our ability to effectively and efficiently operate. This is exacerbated by the timing of the civil service and police training academy processes. Even if you took the position that all of the current duties and responsibilities of the officers previously assigned to the SRO and Walk and Talk programs were unnecessary, the Select Board would still retain sufficient vacancies to eliminate these positions entirely without having to resort to layoffs.

I strongly recommend approval to authorize the hiring process for nine new police officers to partly fill the vacancies that exist in the Police Department.

cc: Mark Morgan, Acting Police Chief



Mark P. Morgan
Superintendent
Acting Chief of Police

BROOKLINE POLICE DEPARTMENT

Brookline Massachusetts

September 7, 2021

To: Melvin Kleckner, Town Administrator

From: Mark P. Morgan, Acting Chief of Police

Subject: Authorization to Hire

The Police Department is seeking authorization to hire nine (9) Police Officers. We currently are fifteen (15) officers below our current authorized strength and I anticipate additional vacancies in the next several months. There has been a new Civil Service hiring list established as of September 1, 2021 and we would be hiring from that certified list. Previously, I believe in December of 2019 the Select Board had authorized the hiring of four (4) positions that we attempted to fill through lateral transfer and to date we have had no applicants. I am including those four positions in this new request for nine (9) positions.

The hiring process takes four to five months and academy and departmental training is an additional eight months before officers are fully trained to work independently. We have identified nine slots in the next Cambridge/Northeastern University Police Academy anticipated to begin in January 2022.

Therefore, I would like approval to fill these vacancies at the next Select Board meeting.

Sincerely,

A handwritten signature in blue ink that reads "Mark P. Morgan".

Mark P. Morgan
Superintendent
Acting Chief of Police



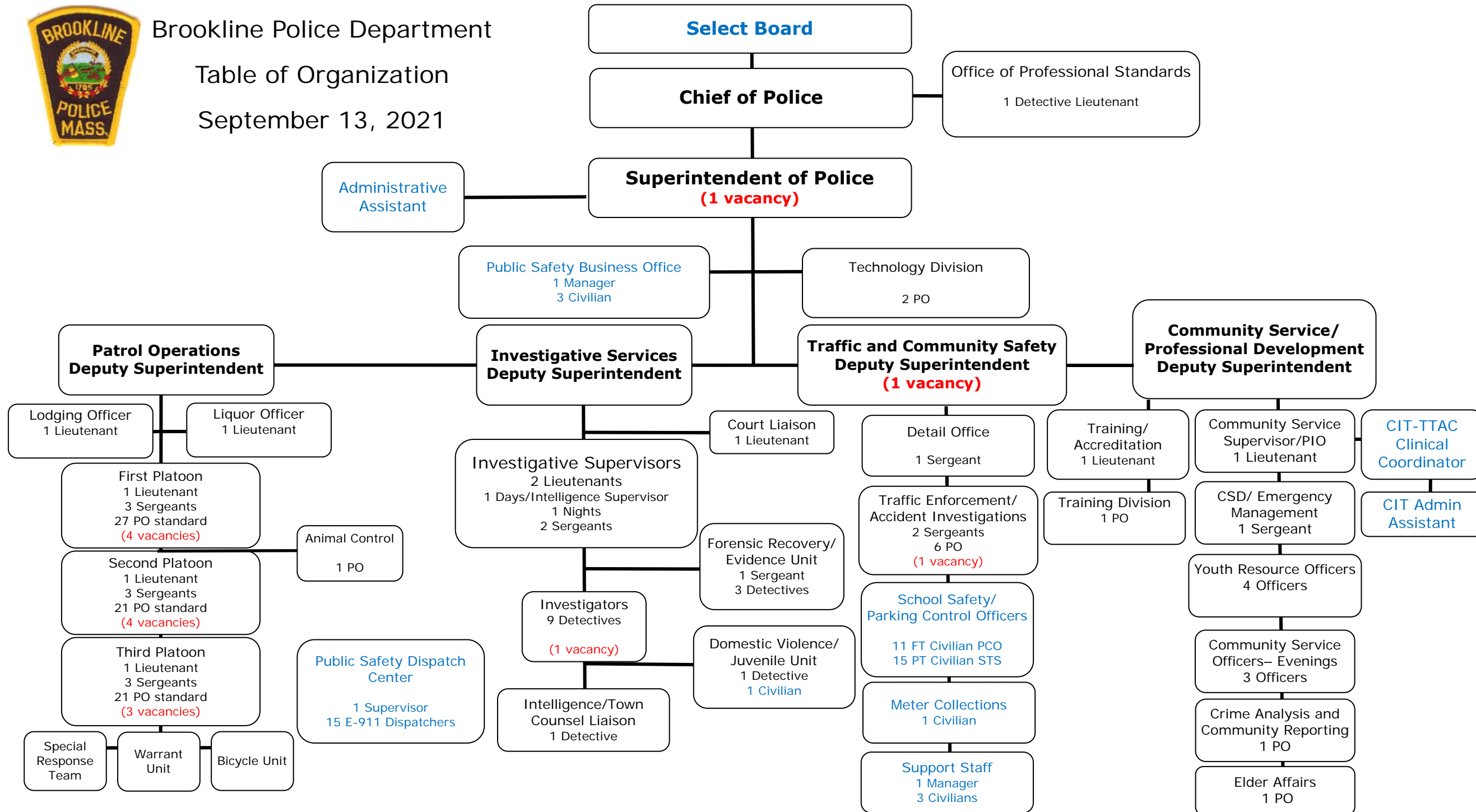


Brookline Police Department

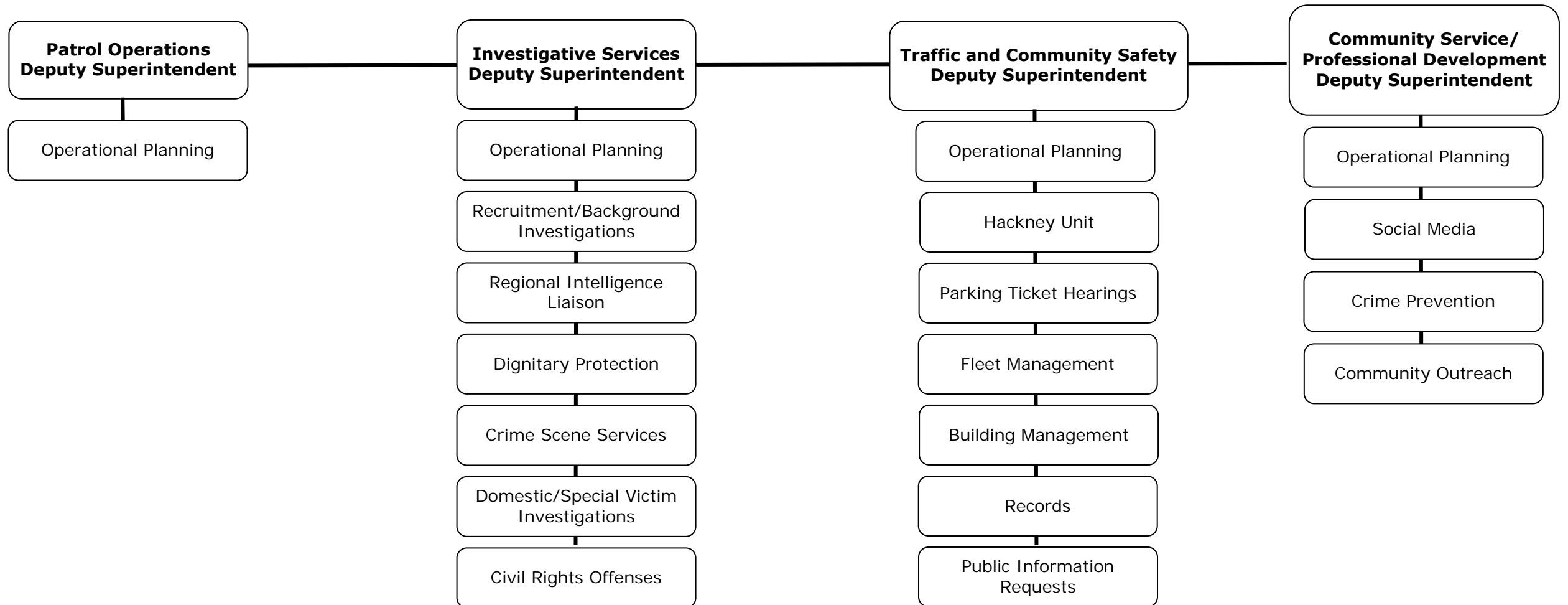
Table of Organization

September 13, 2021

9.A.



Brookline Police Department Functional Responsibility Chart September 2021



FW: Hiring 9 police officers

Kate MacGillivray <kmacgillivray@brooklinema.gov>

Mon 9/20/2021 12:43 PM

To: Bernard Greene <bgreene@brooklinema.gov>; Heather A. Hamilton <hhamilton@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>; Miriam Aschkenasy <maschkenasy@brooklinema.gov>; Raul Fernandez <rfernandez@brooklinema.gov>

Cc: Melvin Kleckner <mkleckner@brooklinema.gov>; Devon Fields <dfields@brooklinema.gov>

forwarding

-----Original Message-----

From: [REDACTED]

Sent: Monday, September 20, 2021 11:15 AM

To: Select Board <selectboard@brooklinema.gov>

Subject: Hiring 9 police officers

As a long time resident of this town, I urge you to listen to the acting police chief and grant his request. Frankly I don't understand what your hesitation/motives are. We deserve to have public safety front and center in our town. Why should you decide unilaterally that the hirings are unnecessary when an expert tells you that it is vital to the safety of our town? Why are you listening to certain people in this town who have an agenda?

If a person want to to be a police officer they study hard and take a test. Doctors, nurses, Physical Therapists , lawyers all must take tests to be qualified for their jobs. Why do you feel that in Brookline we don't need to test our police officers? Why do you think you should just hire anyone?? Makes no sense to me.

For the sake of this town, I urge you to grant this request and stop putting personal agendas first. You were elected to this board with the hope that you would put the majority needs of our town first. So please do so.

Thank you.

Sent from my iPad

[EXTERNAL EMAIL] [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.



Town of Brookline

Massachusetts

Department of Planning and Community Development

Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2130 Fax (617) 730-2442

Alison Steinfeld
Director

TO: Brookline Select Board

FROM: Joe Viola, Assistant Director for Community Planning

DATE: September 15, 2021

SUBJECT: Housing Production Plan – Approval of Funding and Contract

As the Board may recall, the Massachusetts Department of Housing and Community Development (DHCD) approved Brookline's first Housing Production Plan (HPP) in November 2016. The purpose of the HPP is two-fold: 1) meet the requirements of DHCD in order to secure certification of the plan if and when the Town is eligible for a temporary safe harbor from c. 40B and 2) provide a strategic five-year plan to produce market and affordable housing. The current plan will expire on October 10, 2021. ***We are seeking the Board's approval for the use Housing Trust Funds, as recommended by the Housing Advisory Board, to pay for consulting services for an update to the Town's HPP. As well, we seek your approval of a contract for consulting services with Barrett Planning Group, LLC.***

Planning Staff presented a draft the Request for Proposals for the Housing Production Plan update to the Select Board and the Housing Advisory Board this past winter. Prior to the Select Board's review, the HAB undertook a thorough review of the document and offered comments on a number of technical components. The Select Board offered additional comments after your own review and then voted to authorize the release of the RFP.

The final RFP incorporated all comments received by both boards. The RFP requires that the HPP update meet DHCD's requirements for content, but calls for respondents to address a number of other key objectives supported by the Select Board and HAB, which are:

- To craft a public engagement process that would be far-reaching and inclusive, and that would involve residents who are not typically active in local governance
- To engage in a location-based visioning process that will explore areas for potential future housing growth while concurrently examining fiscal and community impacts

Planning Staff worked with the Town's Chief Procurement Officer (CPO) this past spring and summer to solicit and review proposals from consultants for the Housing Production Plan update. After a thorough outreach process, the Town received one proposal from a team led by Barrett Planning Group, LLC. Judi Barrett, the firm's principal and the co-lead consultant, is a seasoned housing and planning professional who has worked with many communities across the state (including Brookline on its 2016 HPP). The BPG team is well qualified and includes Community Circle as a co-lead for community engagement, Dodson & Flinker for location-based scenario modelling and Language Connections for translation and interpretation services.

10.A.

The CPO convened an Evaluation Committee to review the BPG proposal, consistent with the process established by MGL Chapter 30B. After reviewing and evaluating the team's qualifications and approach, Committee members recommended that the Town move forward with the BPG team as its HPP consultant, with the understanding that additional desired tasks desired could be included as part of a final contract.

Committee members had initial and follow-up discussions with BPG, Dodson & Flinker and Community Circle in June and July to discuss the team's approach to the HPP update and to negotiate for enhancements to tasks related to community outreach and the location-based development scenarios. At the request of Committee members, Judi Barrett submitted a revised proposal (appended to the contract as Attachment A). The revised scope allows for more substantial and focused public participation, including additional tasks such as virtual open houses, workshops and other public engagement methods that have been used with success during the pandemic and that provide an alternative to in-person meetings. As well, related to location-based development scenarios, Dodson & Flinker will increase the number of development models or block diagram visualizations from the initial proposal, offering a more robust series of visual depictions of various development scenarios in study areas, along with the companion fiscal analyses provided by BPG.

The Housing Advisory Board thoroughly discussed the Barrett Planning Group team's proposed approach, scope of work, qualifications and cost at its July 21, 2021 meeting. After the discussion, HAB members voted unanimously to make the following recommendation to the Select Board for your consideration:

The Housing Advisory Board recommends that the Select Board execute a contract for consulting services with the Barrett Planning Group, LLC for consulting services relating to the preparation of an updated Housing Production Plan, consistent with the Terms of the Request for Proposals issued by the Town on April 8, 2021 and the consultant's response thereto.

The total cost for HPP Update consulting services, which will be funded by the Town's Affordable Housing Trust, should not exceed \$ 160,000.

This HAB recommendation is subject to final approval of all contract terms and conditions by the Director of Planning and Community Development and the HPP consultant Evaluation Committee.

We ask that the Select Board take the following votes in support of the Housing Advisory Board's recommendation:

1. Vote to approve the Housing Advisory Board's recommendation for the allocation of a sum not to exceed \$160,000 from the Town's Affordable Housing Trust to pay for consulting services to update the Town's Housing Production Plan
2. Vote to execute a contract with the Barrett Planning Group, LLC for consulting services relating to the preparation of an updated Housing Production Plan, consistent with the Terms of the Request for Proposals issued by the Town on April 8, 2021 and the consultant's response thereto.

Town Of Brookline

Contract Coding Approval Form

Department: Planning and Community Development

Vendor Name : Barrett Planning Group, LLC

Vendor Number : 53349 Amount of Contract \$ \$160,000

Contract # : _____

Purpose of Contact:

Description:	
	This contract is for consulting services for an update to the Town's
	2016 Housing Production Plan.

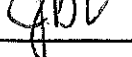
Coding:

Org #	Org Name *	Acct #	Acct Name	Amount
170TG05		524001		\$160,000

* For "K" or "C" accounts, please call it "CIP", preceded by your Dept (e.g., 4909K001 would be "DPW CIP").

Department Head:  Date 9/9/2021

Comptroller and Purchasing Approvals

Funds Available / Codes Correct  9/10/2021
Comptroller Date Approved by Comptroller

Complies with Appropriate Procurement Law  9/10/21
(MGL ch 149, ch 30 30M, or ch 30B) Purchasing Date Approved by Purchasing

AGREEMENT FOR PROFESSIONAL SERVICES

between

**TOWN OF BROOKLINE
333 Washington Street
Brookline, Massachusetts 02445**

and

BARRETT PLANNING GROUP, LLC.

for the

**Preparation of
A Housing Production Plan Update**

for

The Town of Brookline

THIS **AGREEMENT** is made this _____ day of _____, 2021, between the **Town of Brookline**, hereinafter called "TOWN", and **BARRETT PLANNING GROUP, LLC** hereinafter called "CONSULTANT," for the preparation of The Housing Production Plan Update for the Town of Brookline, hereafter called "PROJECT".

WITNESSETH for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 TOWN hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to provide professional services relative to producing a Housing Production Plan Update, the standards and procedures for which are established by 760 CMR 56.00 of the Commonwealth of Massachusetts.

ARTICLE 2 - SERVICES OF THE CONSULTANT

- 2.1 CONSULTANT will perform professional consulting services for the PROJECT, as more completely described in Attachment A— SCOPE OF SERVICES, FEE, AND PROJECT SCHEDULE.

10.A.

- 2.2 CONSULTANT will serve as TOWN'S professional consultant for the PROJECT to which this AGREEMENT applies and will consult with and advise TOWN during the performance of services provided under this AGREEMENT.
- 2.4 CONSULTANT shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality (Standard of Care). Consistent with this Standard of Care, the services shall conform to applicable laws, codes, by-laws and regulations of any governmental agency having jurisdiction over the PROJECT at the time services are rendered.
- 2.5 Consistent with the Standard of Care referenced above, CONSULTANT shall be responsible for the professional and technical accuracy and the coordination of designs, drawings, specifications, estimates and all other services to be provided under this AGREEMENT, including those of sub-consultants and/or sub-contractors of CONSULTANT. TOWN shall be responsible for the professional and technical accuracy of GIS information and other mapping and technical documentation provided to CONSULTANT under this AGREEMENT.
- 2.6 The CONSULTANT, including its sub-consultants and sub-contractors, shall provide services under this AGREEMENT in accordance with applicable laws, guidelines, standards and regulations of pertinent federal, state and local governmental authorities, including but in no way limited to M.G.L. c. 40B and 760 CMR 56.00.

ARTICLE 3 - RESPONSIBILITIES OF TOWN

The TOWN, at no cost to CONSULTANT, will:

- 3.1 Provide CONSULTANT with all available information in its possession pertinent to the PROJECT, as mutually agreed by the parties.
- 3.2 Provide access to and make all provisions for CONSULTANT to enter upon public land and assist CONSULTANT in gaining access to private lands, if necessary, subject to the authorization of the private property owner(s), as required for CONSULTANT to provide the services under this AGREEMENT.
- 3.3 Designate a person to act as TOWN'S representative with respect to the services to be provided under this AGREEMENT.

ARTICLE 4 - COMPENSATION and PAYMENT

- 4.1 For the services performed under this AGREEMENT as outlined in Attachment A, TOWN will pay CONSULTANT on a percent completion by task basis monthly as charges accrue, as shown in the Fee which is included in the Attachment.
- 4.2 The fee for the Scope of Services described in Attachment A shall not exceed **\$160,000** unless authorization is given by the TOWN in the form of an amended scope of work and

fee schedule approved by the Select Board. In the event of any conflicts between these documents, Attachment A shall supersede.

- 4.3 Payment to CONSULTANT shall be made within thirty (30) days after receipt of an acceptable invoice. If TOWN objects to all or part of any invoice submitted by CONSULTANT, TOWN shall so advise CONSULTANT in writing, giving reasons therefore, within fourteen (14) calendar days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable and payable by TOWN.
- 4.4 Invoice payments must be kept current for services to continue. If TOWN fails to pay any invoice due to CONSULTANT within 45 days of the date of invoice, CONSULTANT may, without waiving any other claim or right against TOWN, suspend services under this AGREEMENT until CONSULTANT has been paid in full all amounts due CONSULTANT and/or any of its sub-consultants and sub-contractors.
- 4.5 The acceptance of final payment by the CONSULTANT shall constitute a waiver of all claims by the CONSULTANT arising under this AGREEMENT.

ARTICLE 5 – SUB-CONSULTANTS and SUB-CONTRACTORS

- 5.1 It is expressly agreed that the following firms shall serve as sub-consultants or sub-contractors to CONSULTANT, as expanded upon in CONSULTANT’S Proposal for Housing Production Plan Services dated May 5, 2021: Dodson & Flinker, Community Circle and Language Connections.
- 5.2 CONSULTANT shall not engage any other sub-consultants or sub-contractors to assist in the performance of this PROJECT without the express written authorization of the Director of Planning and Community Development or designee, acting on behalf of TOWN.
- 5.3 CONSULTANT shall be responsible for compensating its sub-consultants or sub-contractors for services rendered under this AGREEMENT.

ARTICLE 6 - TIME OF COMPLETION

- 6.1 The work to be performed under this AGREEMENT shall commence upon receipt of an executed copy of this AGREEMENT. CONSULTANT will perform services under this AGREEMENT as expeditiously as is consistent with professional skill and care and the orderly progress of work.
- 6.2 Unforeseen project delays beyond the control of CONSULTANT may result in an adjustment to the indicated schedule. Should such conditions arise or be anticipated to arise, CONSULTANT will notify TOWN in writing as soon as possible.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

10.A.

- 7.1 CONSULTANT shall at all times indemnify and save harmless TOWN and its officers, employees, and sub-consultants/sub-contractors on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the CONSULTANT, its officers employees and sub-contractors/sub-consultants in connection with the PROJECT, and/or under this AGREEMENT.
- 7.2 Nothing herein contained shall be construed to obligate CONSULTANT to prepare for or appear in litigation on behalf of TOWN, except in consideration of additional compensation to be mutually agreed upon by the parties.
- 7.3 CONSULTANT shall carry insurance in the following types and limits:
- | | |
|---|--|
| Workman's Compensation | Statutory Limits |
| Employer's Liability | \$1,000,000 |
| Comprehensive General Liability: | |
| Personal Injury | All \$1,000,000 each occurrence, |
| Bodily Injury | \$2,000,000 aggregate |
| Property Damage | |
| Comprehensive Automobile Liability Insurance: | |
| Combined Single Limit | \$1,000,000 |
| Professional Liability | \$1,000,000 per claim and in the aggregate |
- Insurance policies shall expressly name the Town of Brookline as an additional insured.
- 7.4 Certificates of Insurance are attached hereto as Attachment B—Certificates of Insurance.

ARTICLE 8 - TERMINATION OF AGREEMENT

- 8.1 Termination for Cause: If, through any cause, CONSULTANT fails to fulfill in a timely manner the obligations under this AGREEMENT, or if CONSULTANT violates any of the provisions of this AGREEMENT, TOWN shall thereupon have the right to terminate this AGREEMENT by written notice to CONSULTANT of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall also include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver, commencement of any proceeding under any bankruptcy or insolvency laws by or against CONSULTANT. If the AGREEMENT is terminated by TOWN as provided herein, CONSULTANT will be paid for services satisfactorily performed as of the date of notice is received, less payment for compensation previously made.

- 8.2 Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. If the AGREEMENT is terminated by either party, CONSULTANT will be paid for services satisfactorily performed as of the date of notice is given or received, less payments of compensation previously made.
- 8.3 Documents: In either of the foregoing events, all work (including data and draft work products) prepared by the CONSULTANT under this AGREEMENT shall be provided to TOWN, and CONSULTANT shall be entitled to receive just and equitable compensation for services provided under this AGREEMENT.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 Upon completion of services, twenty (20) hard copies of finished documents, in addition to other data and work products as specified by the scope of this AGREEMENT, shall be furnished by CONSULTANT to TOWN. Final documents prepared by CONSULTANT shall become the property of TOWN upon receipt of payment by CONSULTANT. Any reuse of such documents without CONSULTANT'S written verification of suitability for the specific purpose intended shall be without liability or legal exposure to CONSULTANT or CONSULTANT'S independent professional associates, sub-contractors or sub-consultants.
- 9.2 If any information hereunder is provided in electronic format, TOWN recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including final reports and presentations ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to TOWN for informational purposes only and not as record documents.

ARTICLE 10 - AUTHORIZATION TO BEGIN WORK

- 10.1 Execution of this AGREEMENT shall be considered as Notice to Proceed.

ARTICLE 11 – TOWN-FURNISHED INFORMATION

- 11.1 TOWN shall provide CONSULTANT with all available PROJECT-related technical data within its possession. The CONSULTANT will rely upon the accuracy of TOWN-furnished information in connection with the performance of services.

ARTICLE 12 – ASSIGNABILITY

- 12.1 Neither party to this AGREEMENT shall assign any interest in this AGREEMENT, nor transfer any interest in same (whether by assignment or notation), without the prior written consent of the other party.

ARTICLE 13 - LIMITATION OF LIABILITY

- 13.1 TOWN hereby agrees that to the fullest extent permitted by law, CONSULTANT'S total liability to TOWN and any persons or entities claiming by, through or under TOWN, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the PROJECT and/or this AGREEMENT from any cause or causes including, but not limited to CONSULTANT'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the liability limits specified in Article 7.
- 13.2 CONSULTANT hereby agrees that claims for negligence against the TOWN are governed by the Massachusetts Tort Claims Act. For all other claims CONSULTANT may have against the TOWN, to the fullest extent permitted by law, TOWN'S total liability to CONSULTANT and any persons or entities claiming by, through or under CONSULTANT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the PROJECT and/or this AGREEMENT from any cause or causes including, but not limited to TOWN'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the value of the AGREEMENT.

ARTICLE 14 - NON-DISCRIMINATION

- 14.1 The Consultant will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Agreement.
- 14.2 In the performance of work under this Agreement, the Consultant shall not discriminate in employment practices or in the selection or retention of Sub-Consultants or in the procurement of materials or rental of equipment on the grounds of race, color, religion, gender identity or gender expression, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice advising the said labor union or workers' representative of the Consultant's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

- 14.3 In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract and for the procurement of materials and equipment, each potential Sub-Consultant or supplier shall be notified in writing by the Consultant of the Consultant's obligations under this Agreement relative to non-

discrimination on grounds of race, color, religion, gender identity or gender expression, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph 14.4.

- 14.4 The Consultant will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Office of Diversity, Inclusion and Community Relations in effect on the effective date of the Agreement, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this Agreement and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, gender identity or gender expression, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to Agreements already in effect, without the express written consent of the Consultant.
- 14.5 In the event the Consultant fails to comply with the foregoing non-discrimination provisions of this Agreement, the Contracting agency of the Town, upon advice and counsel of the Office of Diversity, Inclusion and Community Relations, shall impose such Agreement sanctions as it may determine to be appropriate, including but not limited to:
- (1) withholding of payment due the Consultant under this Agreement until the Consultant complies, and/or
 - (2) cancellation, termination or suspension of this Agreement, in whole or in part.

For the purposes of this section the Contracting agency of the Town shall accept as proof of noncompliance with the provisions of subsection 14.1, only final orders or decisions of the Massachusetts Commission Against Discrimination.

- 14.6 The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this Agreement, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

ARTICLE 15 - JURISDICTION

- 15.1 This AGREEMENT shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Any claims arising out of this contract shall be adjudicated in Norfolk County, if a state claim, and in the Massachusetts Federal District Court, Boston, if a federal claim.

IN WITNESS WHEREOF, the said CONSULTANT has caused these presents to be signed by: Judi Barrett, its Principal-in-Charge, thereto duly authorized, and the said TOWN executed these presents by its Select Board, acting for said TOWN, and not individually, and without incurring any individual liability, on the year and day above written.

TOWN OF BROOKLINE

Select Board

CONSULTANT

Barrett Planning Group, LLC

By: Judith A. Barrett

Principal-in-Charge

Chief Procurement Officer:

Paul M. Seal

Comptroller:

Approved as to Form:

9 _____

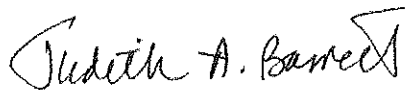
Town Counsel

AFFIDAVITState of Massachusetts

Date: September 7, 2021

County of PLYMOUTH

The undersigned being duly sworn, deposes and say that he is the OWNER
 AND MANAGING DIRECTOR
 of Barrett Planning Group LLC, a single member LLC, for Contract in the
 Town of Brookline on September 7, 2021 and certifies that of his own
 knowledge, said bidder has not, either directly or indirectly, entered into
 an agreement, participated in any collusion, or otherwise taken any action
 in restraint of free competitive bidding in connection with such contract.



 Signature of person making affidavit

Corporate Seal

N/A (Barrett Planning Group is not a corporation)

Sworn to before me this ____ day of ____, 2021:

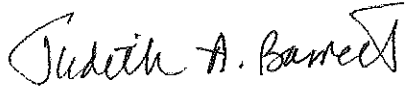
 Notary Public

My commission expires: _____

Notary Seal

Tax Compliance Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature of person submitting bid or proposal

BARRETT PLANNING GROUP LLC

Name of business

ATTACHMENT A

**BROOKLINE HOUSING PRODUCTION PLAN
SCOPE OF SERVICES, FEE, AND PROJECT SCHEDULE**

PART ONE. TASKS

ARTICLE 1 - COMMUNITY ENGAGEMENT

1.1 Public Engagement Plan

- Develop Engagement Plan specific to the development of the HHP, using the Town's existing Community Engagement plan as a foundation. Plan will:
 - Identify key stakeholders (community members and residents as well as housing experts, advocates, opponents, etc.), best ways of reaching them, and discrete and continuous ways to involve and inform them.
 - Identify any cultural, linguistic, or other barriers to participation and develop strategies to overcome them. Strategies may include identifying community leaders, neighborhood groups, social groups, and others to help message the importance of participation.
 - Identify roles and responsibilities for the Consultant, Working Group, Town staff, and others as appropriate.
 - Provide for translation and interpretation of key information and meetings and participation settings where people are already gathered, whether virtually or in person within the funds budgeted for this purpose (see Fee for Services). Identify needs including food, childcare, transportation, and raffle prizes for major public events, subject to Town approval.

1.2 Outreach, Consultation, Involvement, Collaboration, Shared Leadership

1.2.1 Kickoff Meeting. At initial meeting with the Working Group, discuss the project approach and timetable, refine the scope of work and, as mentioned above, build content into the Engagement Plan specific to the development of the HHP. The kickoff meeting will provide an opportunity to:

- Make any necessary adjustments to the Scope of Services and identify approaches to obtaining data or documentation that is not readily available on the Town's website.
- Discuss the Town's expectations for incorporating fiscal impact analysis into the location-based strategies analysis, and understand how the Town will ensure that the use of fiscal impact assumptions upon which the analysis is based does not create conflicts with fair housing rights and equity.
- Organize a consulting team tour of Brookline, either self-directed or with Town staff depending on the Town's preference and COVID gathering protocols in place at the time of the tour.

10.A.

1.2.2 Individual and small-group interviews with people knowledgeable about the Town's housing conditions and needs, as described above. Interviews may be in-person, virtual, phone, or a combination thereof. Examples of groups to consider may include:

- Residents of public housing and privately owned and managed affordable housing (residents of affordable and market-rate units)
- Housing developers (for-profit and non-profit)
- Representatives of social service organizations and faith-based communities
- Bank and mortgage company representatives, mainly focusing on mortgage loan and multifamily loan products
- Representatives of key Town boards, Town staff, and the Brookline Public Schools; existing neighborhood associations; and the business community including local businesses and the Brookline Chamber of Commerce; and others as appropriate.

1.2.3 **Public Information.** Prepare informational materials for distribution by the Town, such as:

- Informational flyers or posters, and content for Brookline Online e-notices or other group email distribution in a downloadable format. Informational materials will be translated into the Town's primary languages as spoken in peoples' homes.
- Content in a downloadable format for messages to be posted on Town-approved social media or the Town's Affordable Housing blog, some type of initial programming or messaging on community cable, etc. Whatever the outreach and participation strategies may be, it will be very important to launch the HPP update in a way that provides accurate information about the HPP, what it is, how a community benefits from having one, and why Brookline residents should care about it. Information will also include a discussion of Fair Housing, a history of housing in Brookline and any intentional or unintentional racial, ethnic and/or religious disparities and what racial equity in housing would look like as well as possible strategies to achieve it. Content in a downloadable format for project calendar on the Town website so that interested residents can track the project as it moves along. Informational materials will be translated into the Town's primary languages as spoken in peoples' homes.
- Flyers, posters, email blasts and other ways of inviting participation will be welcoming and accessible. Content will be provided to update the HHP website so that people can check in on the project's progress and understand more about its purpose.

All Informational materials will be translated by the Consultant into the Town's primary languages as spoken in peoples' homes within the budget provided for these services (see Fee for Services).

1.2.4 Initial Public Engagement Opportunities. Provide early opportunities for public participation to help us assess community needs, wants and concerns relating to housing in Brookline. Consultant tasks may include activities such as:

- A multi-lingual community survey (online)
- Inviting the public, through the Town's social media accounts and other avenues, "Six-Word Stories" or other shorter ways of communicating their thoughts regarding housing needs in Brookline.
- Pop-up participation event in a village center area or at the neighborhood level could be considered if and when it is safe to do so.
- Walking tours "Low-tech" participation methods like placing a large comment board in public places where residents can write down their ideas in response to a question prompt on the board. Feedback gained from this initial engagement will help serve as a foundation for an identification and assessment of community needs, wants, and concerns relating to housing and development.
- Language Connections, Inc., an approved subconsultant, will provide interview translation as needed within the budget provided for these services (see Fee for Services)
- A limited number of community stakeholder "stipends" may be provided to assist with outreach. Said stipends are incorporated into the Budget, as set forth in the Fee for Services.

1.3 Community Forums

1.3.1 Conduct up to three community-wide public forums. Content and approach may include:

- *Forum #1:* Introduce the HPP, recap the 2016 HPP and major accomplishments, in part to demonstrate the value of an HPP. Also provide some overview/high-level data and visualizations showing what has changed in Brookline over the past five years (and what has not changed), and also what has changed since the Comprehensive Plan was completed sixteen years ago. Provide opportunities for participants to help create a vision concept or picture to guide the HPP, i.e., a description of Brookline at its best in terms of addressing and accommodating a range of housing needs and hopes, and begin a public conversation about needs, opportunities, social equity, and locations for affordable and mixed-income housing. Large-scale public engagement efforts early in the HPP process can help build the plan's credibility and broaden the conversation about housing needs across income levels, household types, and neighborhoods. It also offers a way to think about the Town's housing "report card," and engage residents in critical thinking about what people value in Brookline and whether the community's values are changing. The Consultant will solicit and respect diverse perspectives and emphasize the value of people's lived experience in informing the Plan.

Following the first forum, the Consultant will review the demographics of attendees and identify who was missing from the discussion. Specific strategies will be developed to target representatives of those groups and/or points of view missing in the conversation.

- *Forum #2:* Report on common values and concerns as identified in Forum #1 to demonstrate genuine listening as well as to articulate a shared vision to work towards achieving. Provide information about the results of the Housing Needs Assessment. Enlist the community's help with developing qualitative goals for the new HPP and a few key, measurable indicators that can be used to evaluate progress on those goals from year to year. Emphasis should be placed on affordable housing needs, impediments to fair housing, and equity.
- *Forum #3:* The third community forum should be designed to further develop some key recommendations for the HPP's action plan. The Town's RFP demonstrates continued interest in location-based recommendations, as was the case with the 2016 HPP, and this approach is generally consistent with DHCD's HPP approval criteria. By the time the third community meeting is held, the Consultant will have met with the Working Group to identify and refine the criteria for location-based approaches – criteria that can actually be measured and spatially related to some pre-defined sub-area or market area boundaries. The purpose of the third meeting will be to inform the community about the location-based analysis, some initial findings from it, some of the advantages and drawbacks we see, and consider potential methods of implementation.

Additionally, participants in the third forum will be asked to weigh in on performance measures, that is, what they would consider to be some ways of establishing benchmarks for successfully meeting the goals established in the HPP's action plan.

1.3.2 **Progress Meetings with the Housing Advisory Board (HAB).** Participate (remotely as necessary) in up to five progress meetings with the HAB.

1.3.3 **Final HPP Presentations.** Consultant will assist the Department of Planning and Community Development and the HPP Working Group with presenting the final HPP to the Planning Board and Select Board for approval and submission to DHCD. At a minimum, consultant will prepare a slide deck for the Town's leadership to use to present the plan to the Boards and will assist with the actual presentation if requested by the Working Group. Consultant will also prepare an Executive Summary that can be used as a stand-alone document, easily reproduced and downloadable and made available for these meetings.

ARTICLE 2 - COMPREHENSIVE HOUSING NEEDS ASSESSMENT

2.1 Review of Previous Plans

Consultant will review Brookline's recent plans and studies, and pertinent information from outside sources. This background research will allow Consultant to identify data needs to be addressed during development of the HPP. Consultant will verify the adequacy of available data for understanding and documenting historic trends and future projections, e.g., building permits

and demolition permits; Assessor's parcel data; and employment, business establishments, income, affordability, and other key variables from existing secondary sources obtained by the Consultant.

Consultant shall review recommendations in the 2016 HPP, consider whether these recommendations take community impacts into account, and evaluate them through the lens of fair housing. Part of Consultant's review of the 2016 HPP will involve "drilling down" to determine which recommendations have been fully or partially implemented, and which have been delayed or removed from further consideration.

2.2 Housing Needs Assessment Approach

2.2.1 Existing Conditions. Consultant will prepare an inventory of existing demographic, economic and housing conditions and housing market trends, using available data from the Planning Department (e.g., pipeline projects and recent approvals), the Town Assessor, GIS Coordinator, and proprietary (subscription) sources such as CoStar, Reonomy, and Rentometer. Additionally, Consultant also will look to well-tested sources such as the American Community Survey (ACS), unique data sets in Social Explorer, ESRI Business Analyst, HUD CHAS Data, and others such as demographic data for the Brookline Public Schools for social, demographic, and economic data sets that can help to inform our interpretation of market activity. Relevant demographic, housing, and market trends will be reviewed, spatially analyzed, and mapped.

2.2.2 Priority Housing Needs. Based on local and regional population and household projections, Consultant will outline Brookline's anticipated housing needs at various income levels for the five years covered by the HPP. Understanding these needs will allow us to consider the 2016 HPP applicability today and consider the development of new goals and strategies as well.

2.2.3 Barriers to Affordable Housing Development. Consultant will prepare an analysis of housing development barriers as required by DHCD and evaluate opportunities to address existing and known impediments as identified in the 2016 HPP with updated actions, as well as identify new or evolving barriers. Barriers assessment shall include, but may not necessarily be limited to:

- Land use regulations and permitting procedures
- Transportation, infrastructure, and public services
- Community attitudes and opposition
- Existing housing development capacity in Brookline, considering both public and private local and regional organizations' access to funding, and so forth.

2.2.4 Fair Housing Assessment. Consultant will incorporate the findings from the WestMetro HOME Consortium's 2021-2025 Analysis of Impediments to Fair Housing Report, prepared by Consultant, and will supplement the findings with an evaluation of

available data and information gathered for the previous tasks to assess additional fair housing barriers in Brookline. The goal will be to identify housing policies and practices that disproportionately affect groups protected by the federal Fair Housing Act and state law.

- 2.2.5 Issues Analysis. Consultant will identify and document key issues and findings from the research and analysis tasks performed above and generate a discussion document and maps for review and comment by the Town. The issues analysis will focus on not only statistical indicators of housing need, but also regulatory, physical, infrastructure, and capacity impediments that should be accounted for in developing housing plan strategies and recommendations. Each required component in DHCD's HPP guidelines will be addressed.

ARTICLE 3 - AFFORDABLE HOUSING GOALS

Following local review of the Housing Needs Assessment, Consultant will develop goals for the HPP in consultation with the Working Group. "Goals" are quantitative or numeric on one hand – such as number of units – and *qualitative* on the other hand, e.g., types of housing the Town needs, social equity considerations, underserved settings with critical housing needs and housing choices. Identified goals will flow from and be shaped by the Needs Analysis and will flow into the Housing Strategies portion of the plan. Where appropriate, these goals will reinforce, build upon, and expand the goals in the 2016 Plan.

ARTICLE 4 - UPDATE HOUSING PRODUCTION STRATEGIES

Consultant will review the implementation status of the existing HPP's production strategies to determine what has been implemented, what may be in progress, what has not moved forward but may still be relevant, and what is no longer relevant or realistic for the Town to pursue. As part of this process, Consultant will be formulating ideas to vet with the Working Group and community around the criteria set forth in 760 CMR 56.03(4)(d) below. It is important to note that Tasks 4 and 5 will involve an iterative process because the location-based recommendations contemplated for Task 5 will have an impact on the HPP's development strategies. Together, these tasks and other measures will enable the Town to address all of DHCD's HPP approval criteria:

760 CMR 56.03(4)(d)

1. *the identification of zoning districts or geographic areas in which the municipality proposes to modify current regulations for the purposes of creating SHI Eligible Housing developments to meet its housing production goal;*
2. *the identification of specific sites for which the municipality will encourage the filing of Comprehensive Permit applications;*
3. *characteristics of proposed residential or mixed-use developments that would be preferred by the municipality (examples might include cluster developments, adaptive reuse, transit-oriented housing, mixed-use development, inclusionary housing, etc.); and/or*
4. *municipally owned parcels for which the municipality commits to issue requests for proposals to develop SHI Eligible Housing; and/or*

5. participation in regional collaborations addressing housing development.

4.1 Production of New Housing through Regulatory Changes

4.1.1 Review Potential Regulatory Options for Producing Affordable Housing and Increasing the Housing Supply.

- Review status of the Planning Departments multifamily study.
- Evaluate options including but not necessarily limited to “one-stop” permitting for affordable housing, commercial linkage fees, fee waivers, density bonuses for deeply affordable housing, a system of exchangeable “credits” for projects that provide more than the minimum required affordable housing, as-of-right accessory dwelling units, the elimination of single-family zoning, Chapter 40R and Chapter 40B.
- Evaluate impact of the Housing Choice Bill on zoning for multifamily housing in Brookline, to the extent that adequate advisory information is available from DHCD.

4.2 Preservation of Existing Affordable Housing

4.2.1 Evaluate Brookline’s efforts, successes, and challenges with affordable housing preservation using existing regulatory tools and the applicability and effectiveness of programs such as the public housing Rental Assistance Demonstration (RAD) program.

4.2.2 Inquire about roles and responsibilities for monitoring affordable housing resales, Brookline’s process for reviewing and verifying the accuracy and completeness of affordable housing deed riders, and the Town’s readiness to acquire and hold affordable units when an eligible buyer cannot be found.

4.2.3 Review how the Town allocates CDBG and other resources for preserving and improving existing public housing and privately owned affordable housing, subsidizing the extension of expiring affordability restrictions, and partnering with non-profits to protect affordability.

4.3 Resources and Capacity Building

4.3.1 Evaluate existing Town capacity to address affordable housing needs, including the availability of Town-controlled development resources, staffing levels, the availability of Town-owned land and other relevant factors.

4.3.2 Evaluate the Town’s affirmative fair housing marketing and lottery procedures for impact on equity and access to Brookline for populations protected by the federal Fair Housing Act and state law.

4.4 Fair Housing and Public Education

- 4.4.1 Working as closely as possible within the framework of HUD's Affirmatively Furthering Fair Housing planning process, Consultant will evaluate available data and information to assess fair housing barriers and opportunities to address them in Brookline.
- 4.4.2 Based on available information, identify housing policies and practices that may disproportionately affect groups protected by the federal Fair Housing Act and state law.

ARTICLE 5 - LOCATION-BASED TESTING AND RECOMMENDATIONS

Consultant shall perform two specific tasks stemming from Town Meeting action under Article 34 at the November 2020 Special Town Meeting: 1.) develop location-based housing and mixed-used development scenarios that will inform the process of establishing town-wide housing production goals, both multi-year and annual; and 2) apply a methodology that will help the Town to understand fiscal and community impacts of housing development. The following tasks will be conducted to address Town Meeting's Resolution.

5.1 Place-Based Analysis.

- 5.1.1 Assist Working Group to identify criteria that can be used to identify and evaluate areas and potential sites for affordable or mixed-income housing, or housing in mixed-use developments. Sites may include any of the following:
 - Discrete segments of mixed-use corridors including, but not necessarily limited to, those identified in the Town's 2016 Housing Production Plan
 - "Opportunity Nodes" consisting of multiple parcels including, but not necessarily limited to, those identified in the Town's 2016 Housing Production Plan that may be appropriate for new market rate and affordable housing development
 - Major individual parcels owned by the Town or by private institutions
- 5.1.2 Locations that may further fair housing and social equity in an effort to balance existing planning and policymaking and increase housing choices available to racial and ethnic minorities. The Consultant will assist the Working Group to develop and reach agreement about basic assumptions for projecting development potential so that a reasonable mix of scenarios can be presented for each unique site. This will likely involve merging or combining and coding GIS databases in order to create fields that can readily be activated and illustrated on maps.
- 5.1.3 Conduct a technical, place-based review of sites identified by the Working Group.
- 5.1.4 Prepare massing models for a selection of sites/locations to be determined in consultation with the Working Group. The sites and scenarios will not exceed the following, as determined by the Working Group:

- 15 sites and a maximum of two development scenarios per location, all shown as block diagram scenarios or;
- 12 sites with two block diagram scenarios per site and three developed visualizations, either three illustrations for one of the sites for which Consultant has prepared the block diagrams, or three visualizations scattered across three sites (one per site).

5.2 Community Benefit Assessments

5.2.1 Review and comment on Town's assessment of the criteria that are appropriate and relevant to evaluating the community benefits and drawbacks of a variety of development scenarios, focusing on the physical characteristics of different types of projects.

5.2.2 Evaluate the Harvard College Consulting Group Fiscal Impact Assessment (FIA) Model for its suitability to use in the development scenarios assessment process. Incorporate the FIA model where feasible; Consultant shall advise the Town on opportunities and limitations, and methodology for including as part of the HPP.

5.2.3 Apply model, as it currently exists or as may be modified by the Town as part of this HPP process, to sites selected by the Working Group in consultation with the Consultant.

5.3 Recommendations and Strategies. Complete Final Action Plan

5.3.1 Prepare and Refine Recommendations. Consultant will identify opportunities for regulatory reform and other mechanisms to realize future affordable housing on priority development sites identified through the HPP process. Implementation options should include but may not be limited to:

- Land development regulations;
- Financial mechanisms to support the development of affordable housing;
- Collaboration between municipal boards, committees and commissions working on housing initiatives and Town staff;
- Employer and institutional involvement;
- Potential use of "friendly 40B" Local Initiative Program (LIP);
- Modification of regulations and standards of existing districts;
- Staffing needs for carrying out affordable housing initiatives.

5.3.2 Refine and finish Strategies and Action Plan for HPP, working with content developed under Tasks 4 and 5.

ARTICLE 6 - MISCELLANEOUS PROJECT COORDINATION

6.1.1 Consultant shall provide the following additional services and assistance during the project:

- Participate remotely in bi-weekly check-in calls (phone or Zoom) with Town's designated Project Manager
- Participate remotely in daytime project coordinating meeting once a month with HPP Working Group and Town staff; up to eight such meetings
- Provide technical assistance to the Town's designated Project Manager as needed
- Provide a brief monthly progress report/technical memo to accompany each invoice

PART II. DELIVERABLES

Consultant shall deliver the following products to the Town of Brookline prior to completion of the project:

- Power Point presentations and collateral material for each of the public meetings (in PDF);
- Twenty bound copies of the Housing Production Plan, including a separate stand-alone Executive Summary, in both written and electronic format;
- Electronic copy of the HPP and Executive Summary;
- Model analysis in Excel;
- Specifications of any adjustments the Consultant recommends to the Town's Fiscal Impact Model;
- GIS databases and GIS map packages of all maps produced for the report; and
- Visualizations produced in connection with Place-Based studies under Task 5 in PDF or other digital format.

PART III. TOWN SUPPORT

Town to provide the following to the Consultant for use in this project:

- GIS data: the Town Assessor's parcel map and Assessor's database; roads; infrastructure (water/sewer, if available); zoning map; historic districts map (if applicable); open space datalayer; most recent orthophotos.
- The most recent update of the Zoning By-law (Word or PDF).
- Lists (print or electronic) of recent site plan, special permit, and subdivision submissions to the Town, by year for the past five years (since the last HPP was written), with information about number of approved dwelling units, if available (ideally in Excel or another editable format).
- List of residential building permits over the past five years (ideally in Excel or another editable format).

10.A.

- Assistance with scheduling interviews. Consultant will provide an online sign-up system for Town staff to distribute in a link by email.
- Assistance with outreach for public meetings. Consultant will provide all required outreach materials for the Town's use, including an email invitation and sign-up link to an online scheduling platform. Town is responsible for disseminating these materials to the community.

PART IV. PROJECT SCHEDULE

	Time from Notice to Proceed	Within 1 Mo.	Within 2 Mos.	Within 3-4 Mos.	Within 5-6 Mos.	Within 7-8 Mos.	Within 9 Mos.
Mobilization	Kickoff Meeting	xxxx					
	Town Tour	xxxx					
Community Engagement	Community Engagement Plan	xxxx					
	Focus Groups, Interviews, Other Outreach		xxxx	xxxx			
	Online Needs Assessment Survey (if survey is used)		xxxx		xxxx		
Planning Process Steps	Community Forums (3)		xxxx	xxxx		xxxx	
	Draft & Revised Needs Assessment			xxxx	xxxx		
	HPP Goals and Preliminary Strategies				xxxx	xxxx	
	Presentation of Preliminary Findings				xxxx		
	Completion of Needs Assessment				xxxx		
Final Steps	Location-Based Planning Process		xxxx	xxxx	xxxx	xxxx	
	Final Draft HPP					xxxx	
	Presentation(s) to Select Board & Planning Board					xxxx	xxxx
	Final Plan Submission						xxxx

FEE FOR SERVICES

	Total Fee Per Task
Project Component	
Task 1/Housing Needs Assessment	\$20,250.00
Task 2/Housing Goals	\$14,400.00
Task 3/Housing Strategies	\$19,650.00
Task 4/Community Engagement (including translation services)	\$32,400.00
Task 5/Location-Based Recommendations	\$42,330.00
Task 6: Miscellaneous Project Coordination	\$24,960.00
Subtotal	\$153,900.00
Contingency and Additional Charges (if authorized by the Town)	\$ 6,100.00
TOTAL	\$160,000.00

Fee is all-inclusive of Consultant's expenses. Invoices will be submitted monthly on a percent completion basis by task and are due and payable by the Town within 30 days of receipt.

Additional Services and Charges if Pre-authorized by the Town

- I. Additional Community Forums in excess of the three provided for in the Scope of Services: \$2,000 per forum.
- II. Additional Site Studies: \$6,000 per site (includes site set-up and a maximum of three development models or block diagram visualizations) and \$750 per development model for additional fiscal/community benefits impact analysis for each development scenario in addition to those identified in Task 5.1.4.
- III. Additional fee for Task 6: \$2,000 per month for Miscellaneous Project Coordination if the project requires more than eight months to complete due to circumstances beyond the Consultant's control. Monthly project coordination meetings will be conducted remotely with Town Staff and/or Working Group during normal daytime hours

10.A.

Attachment B

CERTIFICATES OF INSURANCE



10.A.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RogersGray, Inc. - Kingston Branch 63 Smith Lane Kingston MA 02364		CONTACT NAME: PHONE (A/C, No, Ext): 508-746-3311 E-MAIL ADDRESS: mail@rogersgray.com FAX (A/C, No): 877-816-2156	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Hanover Insurance Company (The)	22292
INSURED Barrett Planning Group, LLC 350 Lincoln Street, Ste 2503 Hingham MA 02043		INSURER B: Allmerica Financial Benefit Insurance Company	41840
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 845929633

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			OHND308469	7/10/2021	7/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OHND308469	7/10/2021	7/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			OHND308469	7/10/2021	7/10/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W2ND805523	1/15/2021	1/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Errors & Omissions			LHN D308590-04	7/10/2021	7/10/2022	Each Claim 1,000,000 Aggregate 1,000,000 Deductible Per Claim 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When Required by Written Contract the following applies:

General Liability - Additional Insured Ongoing (391-1006 08/16) and Completed Operations (391-1006 08/16) Primary and Non Contributory (391-1006 08/16)

Town of Brookline is included as cited above

CERTIFICATE HOLDER

CANCELLATION

Town of Brookline 333 Washington Brookline MA 02445 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Town of Brookline

Massachusetts

Department of Planning and Community Development

Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2130 Fax (617) 730-2442
TTY (617) 730-2327

Alison Steinfeld
Director

To: Select Board and Mel Kleckner

From: Meredith L. Mooney, Economic Development and Long-Term Planner

Cc: Building Commissioner Dan Bennett, DPW Commissioner Erin Gallentine, Dr. Swannie Jett, Deputy Chief David Randolph, Lt. Michael Murphy, Kara Brewton, Todd Korrane, Dai Nguyen, Kevin Johnson, Patty Correa, John Buchheit, Tiffany Souza, Roland Lankah, and Alison Steinfeld

Date: September 16, 2021

Re: The future of Brookline's expanded outdoor dining program: updated Outdoor Dining Program Regulations and Guidelines, including a new licensing and fee structure, and licensing agreement

Overview

This memo outlines a proposed plan, developed by a multi-department Outdoor Seating Staff Working Group (including DPW, Building, Fire, Police, Health, Licensing, Economic Development, and Town Counsel), to transition the Town's temporary COVID-era outdoor dining program to a licensed program tied to the Town's Common Victualler license. Updated Outdoor Dining Program Regulations and Guidelines, a new licensing and fee structure, licensing agreement document, and program implementation timeline are submitted for Select Board review and approval.

Other COVID-era public-private partnership experiments with other local businesses (i.e. Hamilton's outdoor seating back patio space, Punch Bowl's outdoor seating, Prairie Fire's outdoor seating in the Webster Street Lot, and HealthWorks' tent on the Babcock Street Lot) are considered outside the scope of this program. Staff will return to the Select Board with updates and recommendations regarding those cases at a later date.

Background

In 2020, the Town of Brookline created a Temporary Expanded Outdoor Dining Program to support local restaurants through the pandemic. This temporary program was tied to emergency orders (i.e. COVID-19 Order Nos. 35 and 50) issued by Governor Baker during the State of Emergency. In early July 2021, the Select Board approved an administrative update that extended the Town's COVID-era Temporary Expanded Outdoor Dining Program through March 31, 2022, an extension granted through state legislation passed in June 2021 (i.e. Chapter 20 of the Massachusetts Acts of 2021).

Spring 2021 Town Meeting approved changes to the Town's General and Zoning By-Laws, allowing the Town and the Select Board to continue an expanded outdoor dining program after the COVID State of Emergency was lifted. Throughout the warrant article review process, the Select Board indicated that, following a positive Town Meeting vote, staff should return with a proposal outlining next steps for Brookline's outdoor dining program.

Program Implementation Timeline

Due to scheduling and administrative bandwidth constraints, the Outdoor Seating Staff Working Group determined that it will not be possible to transition the temporary outdoor dining licenses into the Town's regular Common Victualler renewal process by January 1, 2022, as originally planned. Instead, staff proposes reviewing applications and transitioning the licenses in early 2022 (i.e. January – March) with an April 1, 2022 effective date for the new outdoor dining program. Staff will conduct restaurant outreach and education, including virtual info sessions, to the restaurant community throughout the fall and winter of 2021 in preparation for the license transition process.

Proposed program implementation diagram:



Updated Program Regulations and Guidelines

In anticipation of potential interest in continuing expanded outdoor dining post-COVID, and to set appropriate expectations with restaurants that had or were considering making substantial investments in their outdoor dining set-ups, in early 2021, the Outdoor Seating Staff Working Group endeavored to develop a more robust set of guidelines and regulations for the temporary COVID-era outdoor dining program. These guidelines, which the Select Board approved in March 2021, reflected the accessibility, safety, and aesthetic standards that Town staff would require of a more permanent expanded outdoor dining program.

Because of the Staff Working Group's efforts in early 2021, apart from the proposed fee structure, the attached Outdoor Dining Program Regulations and Guidelines include only a few notable enhancements:

13.A.

- **Enhanced standards for the appearance of outdoor seating areas:** All outdoor furniture, plantings, and amenities must be of a high quality and add to the appearance and vibrancy of the public way. Areas that are determined to be in poor condition or of poor-quality materials that detract from the public way will be asked to upgrade or remove the outdoor dining area.
- **A requirement for immediate and on-going use of outdoor seating areas:** All seating within the public way must be used and occupied within 30 days of authorization. If roadway seating is not used and occupied for any 30-day period, any property within such roadway space may be deemed abandoned and the restaurant must have it removed. The Town may remove the abandoned property after providing a 7-day written notice. Abandoned property will be retained for 14-days. Any restaurant can reapply to the program at any time after removal.
- **Specified hours of operation:** Outdoor seating areas shall not be occupied or in use beyond the hours of operation stated in the restaurant's Outdoor Seating License, and no outdoor seating area shall be in use beyond the hours of 7am to 11pm each day.
- **Entertainment licensing:** Entertainment in outdoor seating areas shall be duly licensed under a Town Entertainment License and shall comply with all applicable Town regulations, including the Noise Control By-Law.
- **Trash and pest control management plans:** Restaurants participating in the Outdoor Dining Program must provide detailed trash management and pest control management plans for Health Department review and approval.

Staff is seeking the Select Board's guidance on how to proceed with enforcement of non-compliant outdoor dining structures. The Outdoor Seating Area Design Guidance section (found on page 5 of the Regulations and Guidelines) dictates that any non-compliant outdoor dining structures (i.e. structures that exceed the maximum wall height permitted) must come into compliance by January 1, 2022. Should this deadline for compliance be postponed to April 1, 2022 to align with the revised Outdoor Dining Program start date (originally planned for January 1, 2022), or should staff proceed with enforcement of the existing January 1, 2022 deadline for compliance?

Proposed License Structure

Staff proposes that these updated Outdoor Dining Program Regulations and Guidelines apply to a new Common Victualler (CV) Sub-License (i.e. an Outdoor Seating Common Victualler Sub-License). The CV Sub-License structure offers several benefits: it will make it easier for the Town to suspend or revoke a restaurant's sub-license due to outdoor seating violations; administratively, it eliminates the need to track down all previous (i.e. pre-COVID) outdoor seating approvals, and allows the Town to start fresh with licensing all outdoor seating located on public property; and it will allow the Town to charge different fees for different types of outdoor seating configurations (e.g. on-street vs. sidewalk, seasonal vs. annual).

A diagram of the proposed Common Victualler Outdoor Seating Sub-License structure is attached (see Attachment A).

Proposed Fee Structure

The Common Victualler Outdoor Seating Sub-License structure for outdoor seating located on public property includes four categories: annual or seasonal on-street outdoor seating (i.e. outdoor seating

13.A.

parklets located in public parking spaces), or annual or seasonal sidewalk seating. Proposed fees vary by category.

The Outdoor Seating Staff Working Group's fee recommendations for these four types of outdoor seating are included in the table below. A detailed breakdown of these proposed fees is attached (see Attachment B).

CV Sub-License Type	Administrative Fee	Use Fee	Total
<i>Annual On-Street</i>	\$ 1,285.00	\$ 8,640.00	\$ 9,925.00
<i>Seasonal On-Street</i>	\$ 680.00	\$ 5,040.00	\$ 5,720.00
<i>Annual Sidewalk</i>	\$ 360.00		\$ 360.00
<i>Seasonal Sidewalk</i>	\$ 310.00		\$ 310.00

Updated "Seasonal" Definition

Spring 2021 Town Meeting's actions gave the Town the flexibility to redefine "seasonal" outdoor seating, which had previously been limited to six months a year. Staff recommends redefining "seasonal" outdoor seating to 7.5 months, from April 1 – November 15. This expanded seasonal outdoor seating timeframe aligns with restaurant preferences expressed in a recent Outdoor Dining Restaurant Feedback Survey (see Attachment C), as well as within the Department of Public Works' (DPW) established moratorium period for roadway permits. An additional consideration is that the Building Commissioner and Plumbing Inspector have advised that any outdoor seating extending beyond 8 months would have to be counted towards a restaurant's maximum seating capacity for code purposes, which could trigger costly plumbing upgrades for some restaurants.

Fee Components:

- **Administrative Fee:** The Town's COVID-era experiment with expanded outdoor dining over the past year and a half has taken up an exorbitant amount of administrative bandwidth, especially for DPW and the Licensing Office. While some efficiencies will be gained with each season of this program, most of the administrative time is related to education and ongoing enforcement related to accessibility regulations. The proposed administrative fees, itemized in Attachment B, account for administrative demands associated with this new program.
- **Use Fee:** This portion of the fee accounts for the opportunity cost to the Town for use of public space for outdoor dining, namely an estimate of lost parking meter revenue for the three spaces occupied by each on-street outdoor seating area. Additional information about the lost parking meter revenue estimates is included in Attachment B.

Economic Development & Long-Term Planning Division Fee Recommendation

Given the Economic Development and Long-Term Planning Division's mission to aid in the growth and prosperity of the town's business community, and to improve the function and aesthetic qualities of public space in Brookline's commercial areas, the Economic Development Division strongly recommends that the full Use Fee not be immediately implemented.

The pandemic gave municipalities an opportunity to experiment and innovate, particularly with new types of public-private partnerships involving the creative repurposing of public spaces to provide mutual benefit to local businesses and the broader community. What began as a necessary measure to keep

13.A.

restaurants afloat during the pandemic, has succeeded as an extremely popular initiative, contributing added vibrancy and activity to our main streets and commercial corridors, and a promising new commercial area amenity.

The Spring 2021 Town Meeting outdoor seating warrant article review process and vote, recent community outreach and business survey feedback gathered during the [Coolidge Corner and JFK Crossing Rapid Recovery Plan](#) development process, local business organization feedback, and a recent Restaurant Outdoor Dining Feedback Survey all indicate incredibly high levels of support for expanded outdoor dining in Brookline. Community and local business support for fostering this nascent outdoor dining program is clear.

While there is agreement across the board that restaurants should compensate the Town for continued access to on-street outdoor seating, the basis for the Staff Working Group's calculated Use Fee evaluation (i.e. fees charged for the temporary use of a public parking spot) may be shortsighted in a post-pandemic context. This Use Fee is based on estimated lost parking meter revenue, a car-centric, pre-pandemic value assessment of that public space. The parking rates that underlie that parking meter revenue loss estimate exist to offset the costs of managing and maintaining that public space specifically for parking. If the proposed use of that public space has changed (i.e. from a parking space to a commercial area amenity, such as a parklet or on-street outdoor seating area), the fees should be reassessed to offset the management costs associated with the new use of that public space. Furthermore, the Use Fee does not account for the added benefits and trade-offs that on-street outdoor seating contributes to our commercial areas and small business community (e.g. increased meals tax revenue or increased foot traffic).

In a recent Brookline Outdoor Dining Restaurant Feedback Survey, restaurants indicated a very strong interest in continued access to expanded outdoor dining, citing outdoor seating as a key component to their business recovery, which most respondents estimated to take between 1-4 years. However, restaurants' reported willingness to pay (both the average and median values reported, see table below) for continued access to on-street outdoor seating, was several thousands of dollars below the Staff Working Group's calculated Use Fee evaluation. Given this discrepancy, the Economic Development Division is very concerned that full implementation of the Staff Working Group's on-street fee calculation will dramatically stifle – and effectively kill - this promising new commercial area program and amenity.

	Total	Restaurant WTP (AVG)	Difference (Total-AVG WTP)	Restaurant WTP (Median)	Difference (Total-MEDIAN WTP)
<i>Annual On-Street</i>	\$9,925	\$3,233	-\$6,692	\$2,400	-\$7,525
<i>Seasonal On-Street</i>	\$5,720	\$1,851	-\$3,869	\$1,020	-\$4,700

Another critical consideration is that the Select Board is revisiting the question of what to charge for outdoor seating under very different circumstances that initially anticipated. We had hoped to have the fee implementation discussion in the context of COVID-recovery in the "new normal". However, we are still very much in a public health crisis, which has required the reimplement of a local indoor mask mandate. Easy access to safer outdoor dining options remains important for public health as well as economic reasons.

13.A.

Due to these concerns, the Economic Development Division proposes an alternative fee structure and implementation timeline for the new outdoor dining program, which involves phasing in the current Use Fee, until a more innovative fee structure is put forward. Immediately imposing the same Use Fee structure that the Town uses for the temporary occupation of parking spaces on the Town's new outdoor dining program would likely quash on-street outdoor seating in Brookline and would represent a missed opportunity for the Town to implement innovative new policies based on lessons learned during the pandemic.

Therefore, the Economic Development Division recommends phasing in Outdoor Dining Program fees over the next several years. Any loss of parking revenue over the next couple years could be offset by the Municipal Revenue Loss mechanism of the Town's ARPA funds.

In recognition of the substantial administrative burden associated with this new program, we recommend that administrative fees be fully implemented as of April 1, 2022, the proposed start date of the new Outdoor Dining Program.

For the remainder of 2021 and in 2022, the Economic Development Division will collect and analyze relevant data to further assess the program, and work with the business community, Small Business Development Committee, and Economic Development Advisory Board to hopefully develop a more innovative and feasible Use Fee proposal for the Select Board's consideration.

Economic Development staff will return to the Select Board with an update in March 2022. We will then return to the Board no later than October 1, 2022, to present more data and potentially make an updated recommendation for fees effective January 1, 2023 and beyond. In the event that a more innovative fee proposal is not developed or approved, the current Use Fee would be phased in, increasing by a third each year, with the full fee taking effect by January 1, 2025.

	Fee Effective April 1, 2022	Fee Effective January 1, 2023*	Fee Effective January 1, 2024*	Fee Effective January 1, 2025*
<i>Annual On-Street</i>	\$1,285.00	\$4,165.00	\$7,045.00	\$9,925.00
<i>Seasonal On-Street</i>	\$680.00	\$2,360.00	\$4,040.00	\$5,720.00
<i>Annual Sidewalk</i>	\$360.00	\$360.00	\$360.00	\$360.00
<i>Seasonal Sidewalk</i>	\$310.00	\$310.00	\$310.00	\$310.00

** Unless an updated fee recommendation is voted on by mid-October 2022.*

Select Board Outdoor Seating Actions Items:

- ☐ Approve new Outdoor Dining Program Regulations and Guidelines:
 - Provide guidance to staff on how to move forward with non-compliant on-street outdoor seating structures
 - Set program fee and implementation timeline
- ☐ Approve License Agreement for the new Outdoor Dining Program

Suggested Motion Language for Select Board Vote

Should the Select Board decide to change the deadline for non-compliant outdoor dining structures to come into compliance: Motion to extend the deadline from January 1, 2022 to April 1, 2022 for non-conforming outdoor dining structures to come into compliance with the Town's Outdoor Dining Program Regulations and Guidelines.

Motion to approve the presented Outdoor Dining Program Regulations and Guidelines (including fees), scheduled to take effect on April 1, 2022, with Select Board amendments (*if any*), and the related license agreement.

ATTACHMENT A: PROPOSED COMMON VICTUALLER OUTDOOR SEATING SUB-LICENSE STRUCTURE

ATTACHMENT B: BREAKDOWN OF OUTDOOR SEATING STAFF WORKING GROUP'S PROPOSED OUTDOOR SEATING FEES

Department	Fee Description	Seasonal On-Street Fees	Annual On-Street Fees
DPW	Jersey barrier* installation and removal	\$370	\$370
	Jersey barrier* wear and tear fee	N/A	\$125
	Snow removal and storage fee	N/A	\$480
	Permit review, coordination, administration, site visit	\$150	\$150
	Site inspection, ADA compliance, safety inspection	\$75	\$75
Health	Plan review and inspections	\$60	\$60
Licensing Office	Administrative fee	\$25	\$25
TOTAL		\$680	\$1,285

** Potential Future Program Expense and Fee Component: Additional Jersey Barriers: During COVID, the Town was able to obtain concrete jersey barriers, with an estimated value of \$1,100 each, through state procurement resources. Although the Town currently has enough jersey barriers to adequately protect existing on-street outdoor dining areas, which require four protective jersey barriers, the Town will need to purchase additional jersey barriers if interest in on-street outdoor dining continues to grow. The purchase of additional jersey barriers is a potential future expense for this program.*

Department	Fee Description	Annual Sidewalk Seating Fee	Seasonal Sidewalk Seating Fee
DPW	Permit review, coordination, administration, site visit	\$150	\$150
	Site inspection, ADA compliance, safety inspection	\$125	\$75
Health Dept	Plan review and inspection	\$60	\$60
Licensing	Application processing fee	\$25	\$25
TOTAL		\$360	\$310

On-Street Outdoor Seating Parking Meter Revenue Loss Estimates*		Notes
Seasonal (7-months)	\$5,040	Seasonal On-Street Outdoor Seating is from Apr 1 - Nov 15 (i.e. 7.5 months). However, the seasonal fee is only based on 7 months. It will take DPW several days to install all of the seasonal jersey barriers, which is why the fee is based on 7 months instead of 7.5 months.
Annual (12-months)	\$8,640	

** The parking revenue loss estimate assumes that meters in 3 parking spots were fully paid for eight (8) out of twelve (12) hours a day.*

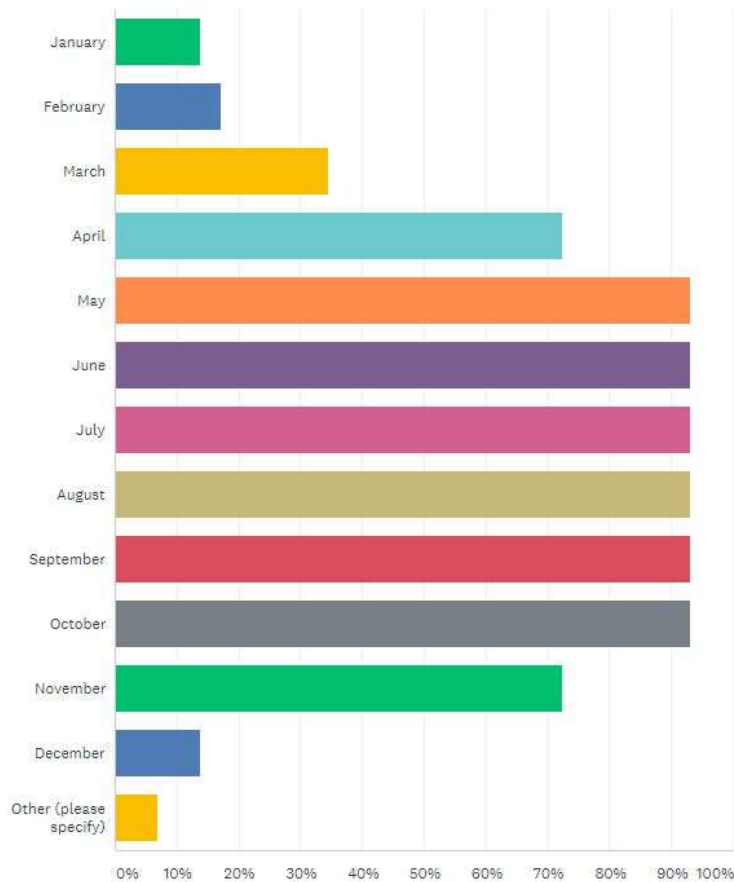
ATTACHMENT C: SUMMARY AND HIGHLIGHTS FROM THE TOWN OF BROOKLINE'S OUTDOOR DINING RESTAURANT FEEDBACK SURVEY (LATE AUGUST - EARLY SEPTEMBER 2021)

Survey Responses:

- Received survey responses from about 37 Common Victuallers, the majority of which also have a liquor license.
- Respondents included a balanced representation of restaurants in Brookline's different commercial areas

Current and future plans for outdoor seating set-ups:

- The majority of restaurants with outdoor seating planned to continue their ODS set-up as is or add additional outdoor seating capacity. The majority of respondents are interested in starting or continuing to offer on-street outdoor dining.
- About half of survey responses came from restaurants with on-street ODS, with a quarter Façade and a quarter Curbside ODS seating.
- Preferred months for outdoor dining:



Restaurant level of investment in ODS:

- To date, restaurants have invested thousands of dollars to install and equip their outdoor dining areas. A handful of restaurants reported spending between \$10,000-30,000 on their outdoor seating areas. Monthly maintenance costs appear to be in the \$100-200 range, but some restaurants reported spending \$1,200/month in the cold weather months on propane tank refills for patio heaters:
 - Estimated ODS area installation costs:
 - AVERAGE \$7,647.62
 - MEDIAN \$3,000.00
 - Estimated ODS area monthly maintenance costs: (Doesn't appear to include propane tank costs)
 - AVERAGE \$260.00
 - MEDIAN \$100.00
- The majority of respondents reported the following ODS benefits:
 - Increased customers and revenue
 - Increased seating capacity
 - Health and safety of employees
- Costs of materials, as well as keeping up with changes to COVID regulations were cited as the biggest difficulties and challenges restaurants have encountered with outdoor dining.
 - A handful of respondents also cited permitting and licensing as a challenge or difficulty.

Customer feedback on ODS:

- Restaurants characterized the feedback that they had received from customers about their temporary outdoor dining space as extremely positive.
 - The majority of respondents said customers provided the following positive feedback:
 - Increased COVID-19 safety
 - Improved streetscape
 - Increased comfort
 - Half of respondents also reported that customers commented on the increased accessibility of the outdoor dining areas.
- Half of respondents did not have any negative feedback from customers to report. A handful of respondents reported that customers had complained about ODS areas being too hot or too cold.

Restaurant recovery timeline:

- Half of respondents expect it will take their business 1-2 years to recover from the economic impacts of COVID
- A third reported 2-4 years to recover
- And a few said 5+ years to recover

Willingness to Pay ODS Fees:

- **SEASONAL** (6-8 months ODS access) – 16 responses:
 - o **AVG** **\$1,851**
 - o **MEDIAN** **\$1,020**
- **ANNUAL** – Only 10 responses:
 - o **AVG** **\$3,233**
 - o **MEDIAN** **\$2,400**

Twelve restaurants indicated interest in working with the Town to assess the impacts of expanded outdoor dining on Brookline’s commercial areas and small business community.

Additional Survey Comments Submitted:

- “Outdoor dining has greatly benefit our business in the process of slowly recovering from the pandemic. Restaurant would have been closed without it”
- “Outdoor dining has saved our 2 restaurants and we see how awful not having it is for [name of restaurant omitted]. [Name of restaurant omitted] after 17 years is barely surviving as a result of not being permitted to have outside dining.”
- “Without continued outdoor seating I will have to close permanently. No question.”
- “Although I filled out the form to the best of my ability there is a large part of this survey that is just not applicable to [name of restaurant omitted] due to us have non-town owned private space that had already been part of our licensing with the town. I will say that I think the town has done an excellent job of being pro-business during an incredibly challenging public health emergency. The guests that I have spoken to throughout the year have very much appreciated the extended outdoor dining available to them in Brookline and I would hope that the town takes that into consideration.”
- “The outdoor patio in parking meters saved our business. Please don’t make us tear it down during winter as we have invested a lot of capitol. We are willing to pay fee for spaces year round to keep”

13.A.



Town of Brookline

Massachusetts

Outdoor Dining Program Regulations and Guidelines

Effective April 1, 2022

(Voted: _____)

Restaurant outdoor dining licensed through the Town of Brookline's Common Victualler's Seasonal or Annual Outdoor Seating License ("Outdoor Seating License") are subject to these Outdoor Dining Program Regulations and Guidelines ("Regulations") as terms and conditions of Outdoor Seating Licenses. Violation of these terms and conditions may result in the revocation of a restaurant's Outdoor Seating License or other sanctions against the Outdoor Seating License or another of the restaurant's Town licenses.

PROGRAM ELIGIBILITY AND APPLICATION REQUIREMENTS:

- Must be a ground-floor brick-and-mortar food establishment with a common victualler license.
- Must have adequate adjacent parking space or sidewalk space to comply with the outdoor dining program's placement, design, and accessibility criteria (see guidance provided in the Outdoor Dining Design Guidelines section below).
- Must comply with these Regulations and with all other applicable State and local law and Town policy, including, but not limited to, the Town of Brookline's [Noise By-Law](#), Town of Brookline's Prepared Food Regulations, the Town of Brookline's Sales of Alcoholic Beverages Regulations, the patio guidelines of the Alcoholic Beverages Control Commission (ABCC) if the licensee wishes to serve alcohol to patrons seated outside, and all laws governing access by people with disabilities.
- Must comply with the application process described below.
- Restaurants wishing to sell alcohol to patrons seated in licensed premises covered by the Outdoor Seating License must be duly licensed to do so by the Town and ABCC under a liquor license. In the event a restaurant's liquor license does not currently cover the outdoor seating area, the restaurant must submit an ABCC application for an alteration of the licensed premises and obtain required approvals before an application for an Outdoor Seating License can be approved.
- Restaurants seeking an annual Outdoor Seating License must comply with applicable Plumbing Code requirements pertaining to the number of outdoor seats. Please contact Karl Dabritz, Plumbing and Gas Fitting Inspector, in the Building Department at 617-730-2105 or kdabritz@brooklinema.gov with any questions about how your outdoor seating might impact Plumbing requirements for your restaurant establishment.

13.A.

- Contact the Licensing Clerk, Tiffany Souza, tsouza@brooklinema.gov, with any questions regarding your eligibility for an Outdoor Seating License.
- Submitting an application is an acknowledgement that the establishment understands and agrees to all applicable terms and conditions and all applicable laws and guidance, including these Regulations. If an establishment is not compliant, the Town may revoke or suspend its authorization for outdoor seating or take other sanctions against the licensee's license(s). License and permit fees will not be refunded.

OUTDOOR SEATING LICENSE TYPES:

- Annual On-Street
- Seasonal On-Street
- Annual Sidewalk
- Seasonal Sidewalk

Seasonal outdoor seating is permitted from April 1 – November 15 (7.5 months). Protective concrete jersey barriers will be installed by the Town in early April and removed after November 15. It may take several days for DPW to install and remove all of the jersey barriers for seasonal outdoor seating areas.

It is possible obtain a combination of seasonal and annual outdoor seating licenses (for example, an annual sidewalk license and a seasonal on-street license), but fees must be paid for both license types.

OUTDOOR DINING DESIGN GUIDELINES:

Outdoor Seating Area Placement Guidance:

- Seating is generally limited to the area immediately adjacent to a business' storefront.
 - In some circumstances, outdoor seating areas can extend in front of adjacent businesses. Adjacent property owners and tenants must provide a letter supporting this use with the application submitted to the Select Board.
- Curbside seating (see Outdoor Seating Configuration B below) is generally preferred for outdoor seating on the sidewalk, as it maintains the primary sidewalk area for pedestrians. Outdoor dining adjacent to the building will be considered where it would not negatively impact the pedestrian route of travel.
- Outdoor dining areas on the sidewalk must:
 - Retain a 4' minimum but 5' preferred sidewalk width that is clear of any obstructions.
 - Maintain required sidewalk width. Previously approved setups may require modifications.
 - Retain a 2' distance from, and may not cover or shade, the trunk or branches of a public shade tree.
 - Retain heaters at a 5' distance from the trunk or branches of a public shade tree.
 - Be removed when a Town department, utility company or other contractor needs to access the space for installation, construction, repair, or in response to an emergency.
 - Be removed for events approved by the Select Board within the public way if determined to be a public safety concern.
- Outdoor dining areas in the parking lane must:
 - Be limited to 2 usable curbside parking spaces. (Note: A 3rd parking space will be used to accommodate a transition barrier. See Outdoor Seating Configurations C-E for reference.)

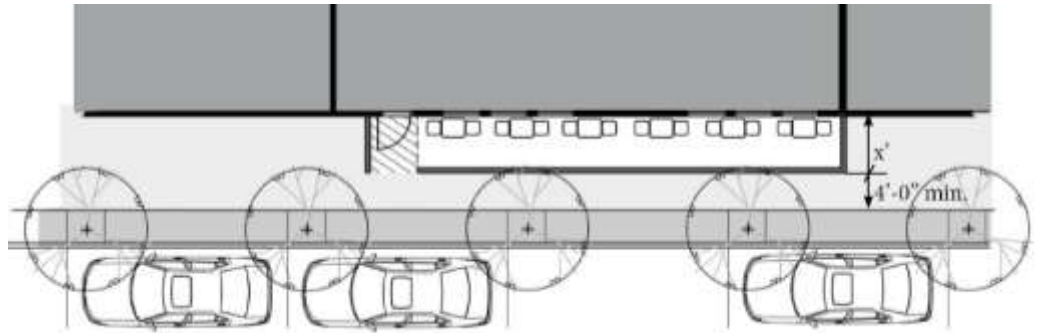
13.A.

- Be installed 2 feet to the right of the edge line (as measured from the inside edge of the white parking space markers) and not obstruct adjacent Bike/LIT or motor vehicle travel lanes.
- Accommodate the placement of 2-ft-wide jersey barriers, which will be installed by the Town.
- Meet PROWAG and MAAB accessibility requirements with either a proposed ramp or a platform constructed to be sidewalk level.
- Maintain access to utilities and curbside drainage.
- Be removed when a Town department, utility company or other contractor needs to access the space for installation, construction, repair, or in response to an emergency.
- Must be removed for events approved by the Select Board within the public way if determined to be a public safety concern.

OUTDOOR SEATING CONFIGURATIONS

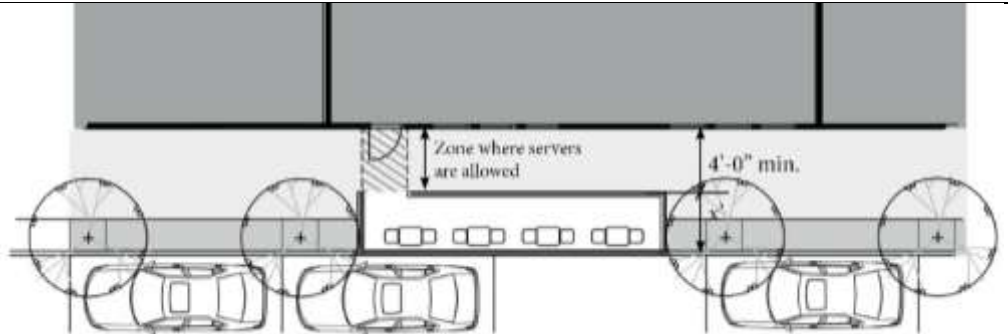
A) Façade Seating

Outdoor seating located on the sidewalk immediately adjacent to a building



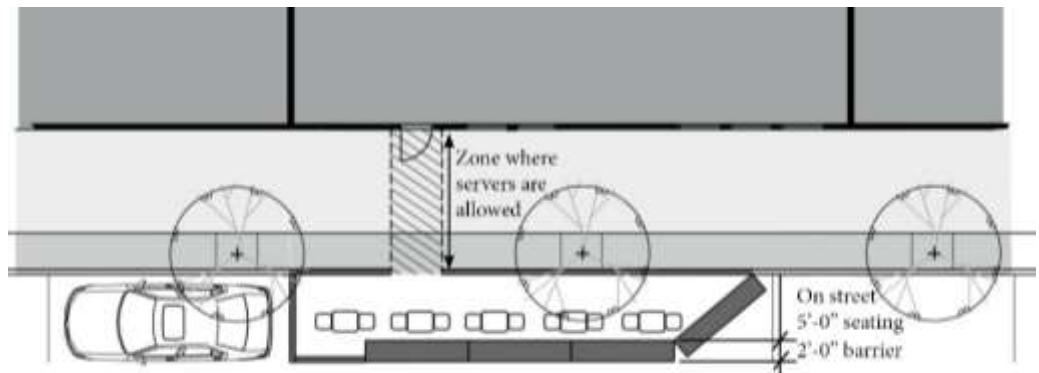
B) Curbside Seating

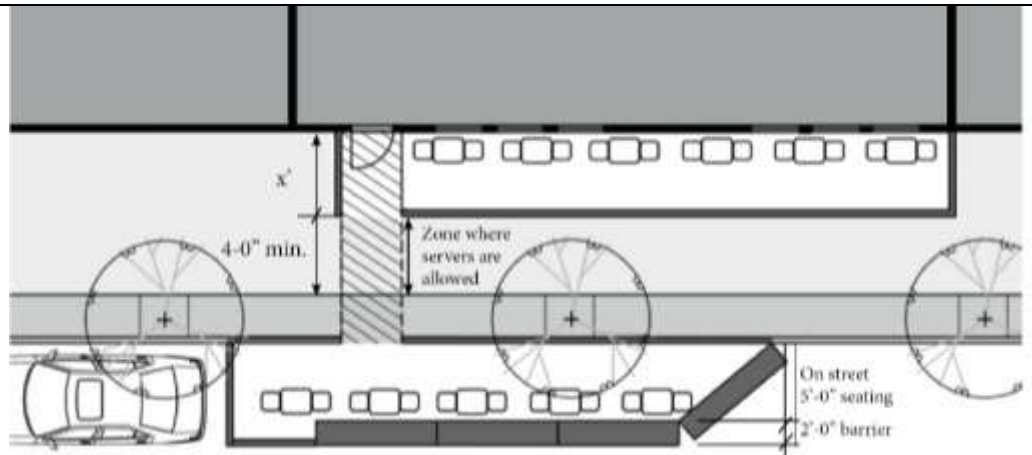
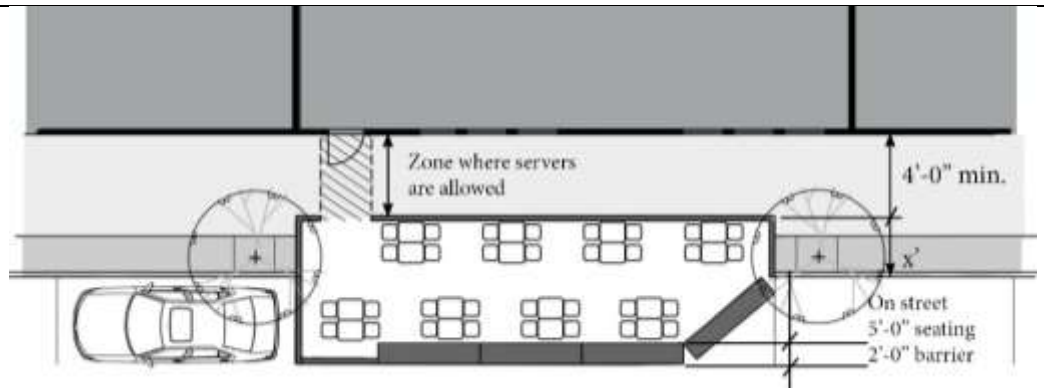
Outdoor seating located on the sidewalk along the curb



C) On-Street Seating

Outdoor seating located in parking spaces in front of a restaurant storefront. Cannot exceed more than two parking spaces. Must be fortified by concrete jersey barriers, which the Town will provide and install as part of an On-Street Outdoor Seating License fee.



D) Combination Façade & Roadway Seating**E) Combination Curbside & Roadway Seating****Outdoor Seating Area Design Guidance:**

- Walls along the sidewalk should be attractive, inviting, and maintain sightlines into and out of the outdoor dining area.
 - May consist of fences, railing or planters and should be self-supporting and easily removed from the sidewalk or parking area.
 - Height Limit: 36 inches to 42 inches. Restaurants with existing non-conforming structures may submit a plan to bring structures into compliance by January 1, 2022, if necessary, in lieu of immediate compliance.
 - Enclosures are required if alcohol is served. (See Compliance with Liquor License Service and Consumption Requirements in the General Outdoor Seating Requirements section below.)
 - Non-moveable enclosures may be required in areas where the outdoor dining area has a tendency to expand beyond its permitted area.
- Walls/railings along the roadway should be attractive, inviting, and made of solid materials.
 - May consist of fences, railing or planters and should be self-supporting and easily removed from the sidewalk or parking area.
 - Height Limit: 36 inches to 42 inches. Restaurants with existing non-conforming structures may submit a plan to bring structures into compliance by January 1, 2022, if necessary, in lieu of immediate compliance.
 - Enclosures are required if alcohol is served. (See Compliance with Liquor License Service and Consumption Requirements in the General Outdoor Seating Requirements section below.)

13.A.

- Non-moveable enclosures may be required in areas where the outdoor dining has a tendency to expand beyond its permitted area.
- Outdoor structures with roofs will require a permit from the Building Department and will be approved on a case-by-case basis. Roof heights on outdoor seating structures must be a minimum of 7 ft and a maximum of 8 ft.
- Outdoor tents 120 square feet or less are allowed.
 - Those in excess of 120 square feet require a permit from the Building Department.
- Electrical wiring for outdoor seating areas must:
 - Be run overhead and have a minimum 10 ft. clearance (use of trees and vegetation is not permitted).
 - Not obstruct the pedestrian path of travel.
 - Obtain an electrical permit for the installation of exterior/weatherproof outlets or for the hardwiring of an electrical device per Mass Electrical Code - 527 CMR 12.00 (amended).
- Outdoor propane heaters require a permit from the Fire Department. (See the Outdoor Heating Elements Safety Requirements section in the General Outdoor Seating Requirements below.)
- No promotional signage or logos shall be allowed on any outdoor dining elements (umbrellas, enclosures, etc.). (See the Signage and Advertising Restrictions section in the General Outdoor Seating Requirements below.)
- All outdoor furniture, plantings, and amenities will be of a high quality and add to the appearance and vibrancy of the public way. Areas that are determined to be in poor condition or of poor-quality materials that detract from the public way will be asked to upgrade or remove the outdoor dining area.

Accessible Seating Requirements:

Restaurants must ensure that outdoor seating areas remain accessible to the public in accordance with the Americans with Disabilities Act (ADA) requirements. This may be accomplished with temporary ramps, access at ground level at the rear of the outdoor seating area, or with an elevated platform flush with the sidewalk. Restaurant owners must submit a seating plan that will meet PROWAG and MAAB accessibility compliance for patrons using wheelchairs and then demonstrate that they have achieved and sustained compliance if the plan is approved.

Outdoor dining must be accessible and meet PROWAG and Massachusetts Architectural Access Board's regulations (available at <https://www.mass.gov/doc/521-cmr-1700-restaurants/download>):

521 CMR 17.00: RESTAURANTS

17.2 SEATING

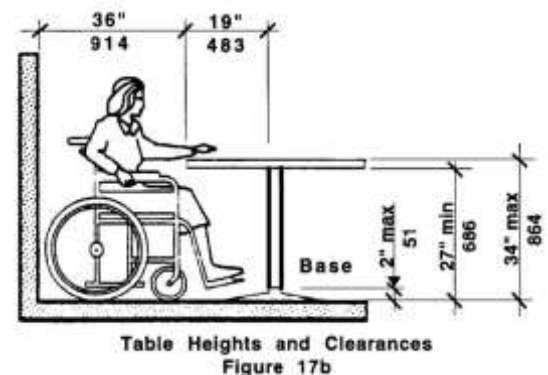
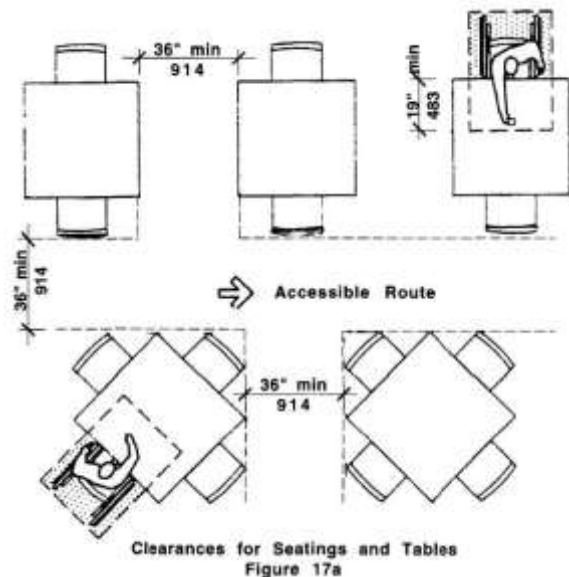
At least 5% but not less than one, of the tables shall be accessible, be on an accessible route, and in compliance with the following:

17.2.2 A 36 inch (36" = 914mm) access aisle shall be provided between all accessible tables. No seating shall overlap the access aisle. See Fig. 17a.

17.2.3 Clear floor space as defined in 521 CMR 5.00: DEFINITIONS shall be provided at each seating space. Such clear floor space shall not overlap knee space by more than 19 inches (19" = 483mm). See Fig. 17a.

17.2.4 Knee Clearances: If seating for people in wheelchairs is provided at tables or counters, knee spaces at least 27 inches (27" = 686mm) high, 30 inches (30" = 762mm) wide, and 19 inches (19" = 483mm) deep shall be provided. See Fig. 17b.

17.2.5 Height of Tables or Counters: The tops of accessible tables and counters shall be from 28 inches to 34 inches (28" to 34" = 711mm to 864mm) above the finish floor or ground. See Fig 17b.



13.A.

GENERAL OUTDOOR SEATING REQUIREMENTS: Violation of these requirements will result in steps to revoke your Outdoor Seating License.

Hours of Operation	Outdoor seating areas shall not be occupied or in use beyond the hours of operation stated in the restaurant's Outdoor Seating License, and no outdoor seating area shall be in use beyond the hours of 7am to 11pm each day.
Noise Control By-law Compliance	All restaurant outdoor seating areas shall comply with General By-Law Article 8.15 regarding Noise Control .
Entertainment	Entertainment in outdoor seating areas shall be duly licensed under a Town Entertainment License and shall comply with all applicable Town regulations, including the Noise Control By-Law.
Adequate Maintenance of the Public Right of Way	<p>A minimum of 48" but 60" preferred of sidewalk clearance must be maintained to always ensure ADA accessibility and a clear pedestrian path.</p> <p>Outdoor dining areas cannot obstruct other street furniture, lamp posts, mailboxes, plantings, street trees and pits, signage, etc. unless permitted.</p> <p>Electrical cord crossing sidewalks at grade are not permitted. All electrical devices crossing sidewalks overhead must have a minimum 10 ft. clearance (use of trees and vegetation is not permitted).</p>
Assembly and Disassembly	<p>Outdoor seating areas must be easy to assemble on site and dismantle for storage or in case of emergency hazard situations (e.g. emergency access to sewer drains or manhole covers).</p> <p>Outdoor seating structures may not be bolted to the public sidewalk, street area, or any other infrastructure owned by the Town without prior approval by the Department of Public Works.</p>
Signage and Advertising Restrictions	While beautification of outdoor seating areas is encouraged (e.g. with flower planters and brightly colored umbrellas), signs and corporate logos (including that of the restaurant utilizing the outdoor dining space) may not be displayed in the outdoor seating area.
Use and Beautification of Concrete Jersey Barriers	<p>The concrete jersey barriers provided by the Town may be painted to beautify the outdoor seating area. Proposed designs must be submitted to the Department of Public Works for approval. Proposals with advertising, logos, etc. will not be approved.</p> <p>Restaurants with Seasonal On-Street Outdoor Seating Licenses are not guaranteed to receive the same jersey barriers each outdoor dining season.</p>
Outdoor Seating Area Enclosure	<p>An outdoor dining area must be enclosed on all sides to separate it from the public right-of-way. Different types of enclosures can be used, such as fencing, bollards, or plant containers, but they must provide visibility between the seating area and the sidewalk.</p> <p>The enclosure must be cane-detectable.</p>
Compliance with Liquor License Service and Consumption Requirements	Alcohol service and consumption in approved outdoor seating areas must comply with all Alcoholic Beverages Control Commission (ABCC) requirements.

13.A.

	<p>Outdoor seating areas must be enclosed by a fence, rope, or other means to prevent access from a public walkway.</p> <p>The licensee should have a view of the outside premises from inside the premises, or alternatively the licensee may commit to providing management personnel dedicated to the area.</p> <p>Egress from the inside to the outside must be clearly established to assure safe, uninterrupted service of alcoholic beverages.</p> <p>No alcoholic beverages shall be served or consumed in any areas of the premises that are not included in the approved description of the licensed premises.</p>
Properly Secured Furniture	<p>When not in use, outdoor furniture should be secured together with cable and locks. Furniture should not be stacked or locked to other objects, such as streetlights, street trees, or the enclosure.</p>
Properly Secured Tents, Canopies, and Umbrellas	<p>Tents, canopies, and other shade structures that are 120 square feet in size or smaller may be erected in parking spaces to provide shade for the dining area. The following requirements shall apply to use of tents or shade structures within public spaces:</p> <ul style="list-style-type: none"> ▪ No staking of tents is permitted in public rights-of-way. ▪ Each leg must be weighted down with a minimum of 40 lbs. such that they do not move, blow over, or cause damage in severe weather or high winds. ▪ Weights must be securely attached to canopy roof and canopy leg separately. ▪ Ropes and straps should be high quality. ▪ Bungee or rubber straps are prohibited. ▪ Weights must be on the ground and not dangling. ▪ Weights and lines must be clearly visible and not pose a hazard. ▪ For maximum safety, tents should be secured as soon as they are put up and brought down as soon as weight is removed. Do not leave unsecured tents at any time. ▪ Smoking is prohibited under tents and shade structures. <p>Tents larger than 120 square feet require a building permit and must meet all applicable building code requirements.</p> <p>Tents and canopies must be free and clear of all ignition sources.</p> <p>To avoid damage, in the event of forecasted or sudden weather events such as high winds, torrential rain, ice or snow, tents and canopies shall be removed promptly; or as requested by the Department of Public Works. Restaurants must be aware that tents, canopies, and umbrellas do not have designated snow loads and should not be used if there is snow accumulation. Prior to use, all tents, canopies, and umbrellas should be cleared of accumulated snow.</p> <p>Restaurants shall only utilize umbrellas with a weighted base. Such umbrellas may not extend past the outdoor dining area barriers or obstruct access to or ventilation of utility covers.</p>

Outdoor Heating Elements Safety Requirements	<p>All outdoor heating devices must be Underwriters Laboratory (UL) listed.</p> <p>Propane Heaters: Restaurants that have secured Fire Department approval for temporary use of propane patio heaters through the Liquid Propane Outdoor Heating Pilot Program may use patio heaters in approved outdoor dining areas. Through the Town's Liquid Propane (LP) Outdoor Patio Heating Appliance Use and Storage Pilot Program, propane heaters shall be allowed on the public way (i.e. sidewalks or parking spaces), subject to securing a permit through the Brookline Fire Department and compliance with the Fire Department's <u>Liquid Propane (LP) Outdoor Patio Heating Appliance Use and Storage Pilot Program Requirements</u>. Permitting fees for this pilot program have been waived.</p> <p>Electric Heaters: The use of hardwired electrical heating appliances for outdoor seating areas must be permitted by the Town of Brookline's Electrical Inspector. Plug-in electrical heating elements will be permitted in the public way on a case-by-case basis. Plug-in electrical heating elements must meet the following requirements:</p> <ul style="list-style-type: none"> ▪ Must be used and located per the owner's manual, manufacturer's installation instructions and specifications. ▪ Must be located on the ground at grade. ▪ Shall be rated for outdoor use. ▪ Shall be rated for damp or wet locations. ▪ Cannot be located under a tent or canopy. ▪ Maintain all clearances to combustibles. ▪ Wires may not cross the public sidewalk at-grade. ▪ All electrical devices crossing sidewalks overhead must be a min 10ft clearance (use of trees and vegetation not permitted). ▪ All electric heaters shall be equipped with an automatic shut-off safety feature. ▪ Outdoor rated extension cords shall be used if allowed by manufacturer. <p>Location of Outdoor Heating Elements: No heating elements are permitted under tents, canopies, or awnings. All heating elements must be located at a safe distance from tents, canopies, awnings, and other combustible materials per the manufacturer's technical specifications and in compliance with the Fire Department's <u>Liquid Propane (LP) Outdoor Patio Heating Appliance Use and Storage Pilot Program Requirements</u>. Additionally, all heating elements and associated equipment shall be placed in such a way that they do not create a safety hazard for the general public in utilizing the space or passing on the public way.</p>
Lighting and Other Outdoor Electrical Elements Safety Requirements	<p>Outdoor lighting elements must be used and located per the owner's manual and manufacturer's installation instructions and specifications.</p> <p>Building permits must be obtained for the installation of exterior/weatherproof outlets or for the hardwiring of an electrical device per <i>Mass Electrical Code - 527 CMR 12.00 (amended)</i>.</p>

13.A.

	<p>Outdoor rated extension cords may be used if allowed by manufacturer.</p> <p>Electrical cords crossing sidewalks at grade are not permitted. All electrical devices crossing sidewalks overhead must have a minimum 10 ft. clearance (use of trees and vegetation is not permitted).</p> <p>Types of lighting that could blind or significantly distract drivers are not permitted.</p>
Night-time Visibility Requirements	On-street seating areas must be marked with high intensity retro-reflective tape or reflectors to ensure the visibility of patrons and barriers at night.
Access to Public Utilities	Outdoor dining areas must not block fire hydrants or cover any utility or manhole covers. Designs must be approved and full access to utility valves, shut offs and controls must be maintained at all times.
Water Drainage	Outdoor dining areas must not be installed over street drains unless accommodations for water flow are made and approved.
Paving Schedule	Outdoor dining areas should not be installed in locations scheduled for resurfacing or utility work within 8 months of installation.
Restaurant Health and Safety Standards	<p>Restaurants with outdoor seating areas must comply with the Town Tobacco Control By-Law, Art. 8.23 of the Town's General By-Laws, section 105 CMR 410.600 of Sanitary Code Regulations, regarding garbage and rubbish regulations, as well as provide detailed trash management and pest control management plans for Health Department review.</p> <p>Restaurant outdoor seating areas must also comply with any Brookline Health Department emergency public health regulations or requirements.</p> <p>Smoking in outdoor seating areas is prohibited.</p>
Winter Maintenance Requirements	<p>In the event of ice or snow, the sidewalk must be kept free and clear of all outdoor furniture so that the Town can treat or plow commercial area sidewalks safely and unimpeded by obstructions.</p> <p>Restaurants remain responsible to maintain a minimum of 48", but preferably 60", of sidewalk clearance in accordance with ADA accessibility requirements, the Winter Guide for Brookline Property Owners, Businesses, and Residents, and the Town's Snow Removal By-Law.</p> <p>In addition, in instances of snow accumulation, restaurants are responsible for maintaining their outdoor seating areas and access to those areas, including sidewalks narrowed to less than 6 feet by outdoor seating furniture.</p> <p>All sidewalk seating furniture needs to be removed during snow events. If outdoor seating sidewalk furniture is not removed during a snow event, any time spent by DPW adjusting or cleaning up outdoor seating sidewalk furniture will be charged to the restaurant.</p> <p>The Town encourages restaurants to engage a qualified contractor to ensure that snow is removed in a timely manner.</p>

	DPW will strive to preserve any outdoor seating materials encountered during treatment and clearance of the public way but cannot guarantee that outdoor seating materials will not be damaged in the snow and ice removal process.
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APPLICATION PROCESS:

Submit a Common Victuallers Outdoor Seating License application, including the following plans and documentation, to the Town Licensing Clerk, Tiffany Souza, tsouza@brooklinema.gov:

- A description of the proposed plans and a diagram showing the street, sidewalk, or private property area to be used in relation to the restaurant, conforming to the requirements outlined in these *Outdoor Dining Program Regulations and Guidelines* and detailing:
 - Eye-level photos of the proposed location.
 - Points of access and egress.
 - How the seating area will meet PROWAG and MAAB accessibility compliance including a demonstration that tables will be PROWAG and MAAB accessible to those using wheelchairs.
 - Materials and design for walls separating the outdoor dining between the pedestrians and the outdoor dining area for those on the sidewalk.
 - Professionally designed plans showing proposed heights, dimensions, etc. for applicants seeking to build structures in on-street outdoor seating areas.
 - Size/type of tables, seats, service stations, and any other items proposed to be placed in the proposed premises extension, such as barriers, planters, fans and heaters; fencing or other barriers to separate patrons from high traffic areas including public sidewalks, if 6' separation is not possible.
 - Existing signs, streetlights, parking meters, street furniture and other items in the proposed extended premises.
 - Property line between Town and private property; and location of buildings in relation to property line, along the entire façade of the building.
- **Health and sanitation management plans:**
 - A detailed trash management and pest control management plan for the restaurant establishment and outdoor seating area.
- **For outdoor seating proposed on public property:**
 - **License Agreement**, unless waived by Select Board's Office. The Town Administrator or designee shall be authorized to sign a License Agreement on behalf of the Select Board.

13.A.

- **Certificate of Liability Insurance:** Restaurants with outdoor seating on public property must provide certificate of liability insurance naming the Town of Brookline as an additionally insured party in the amount of \$500,000/\$1 million or in an amount otherwise specified by the Select Board's Office and effective during the license period.
- **Certificate of Liquor Liability Insurance:** A certificate of liquor liability insurance in the amount required by Mass. Gen. Laws Ch. 138, s. 12 and Section B(7) of the Town's Sales of Alcoholic Beverages Regulations listing the Town as an additional insured, demonstrating coverage of the outdoor licensed premises during the license period.
- **DPW Occupancy permit** for the installation of any permanent or semi-permanent item on public property that does not otherwise operate under a common victualler license.
- **Emergency Notification Contact:** Restaurants must provide the Town with a valid and reliable email address to receive emergency notifications from the Town, such as snow removal, high wind advisory notifications, etc.
- **Proof of consent by third parties:** Restaurants with proposed outdoor seating on the private property of third parties must submit proof of consent by the third party to for such use, such as a lease or other agreement.
- Fire Department permit application for any proposed propane heating lamps.
- Building Department permit application for any tents exceeding 120 sq. ft., on-street structures with roofs, etc.
- **Outdoor entertainment** shall be duly licensed under a Town Entertainment License and shall comply with all applicable Town regulations, including the Noise By-Law.

OUTDOOR SEATING LICENSE FEES: The Licensee must pay be all required application and license fees in connection with Outdoor Seating License.

[INSERT FEE STRUCTURE]

RESTAURANT OWNER RESPONSIBILITIES:

License Fees	[INSERT PROGRAM FEES]
Regular Maintenance	<ul style="list-style-type: none"> ▪ Cleaning/Sweeping ▪ Trash/Litter removal ▪ Planting/Plant watering
Day-to-Day Management	<ul style="list-style-type: none"> ▪ Daily setup and breakdown of any items that cannot be left out overnight are the responsibility of the owner. ▪ Furniture should be secured together with cable and locks; furniture should not be stacked or locked to other objects, such as streetlights, street trees, or the enclosure.
Immediate and On-going Use of Outdoor Seating Areas	<ul style="list-style-type: none"> ▪ All seating within the public way must be used and occupied within 30 days of authorization. If roadway seating is not used and occupied for any 30-day period, any property within such roadway space may be deemed abandoned and the restaurant must have it removed. The Town may remove the abandoned property after providing a 7-day written notice. Abandoned property will be retained for 14-days. Any restaurant can reapply to the program at any time after removal.
Temporary Removal	<ul style="list-style-type: none"> ▪ Outdoor seating areas may be required to be removed for construction, repair, utility work, or emergency response. ▪ The Town will notify property owners to remove and store items for the planned work. If the property owner does not remove and store the items in the public way, the Department of Public Works shall remove the seating areas. The Town is not responsible for any damage to private property.
Winter Maintenance	<ul style="list-style-type: none"> ▪ Restaurants with approved sidewalk and on-street outdoor seating must provide the Town Licensing Clerk with a valid and reliable email address to receive prompt snow removal and hazardous weather warning notifications. ▪ In the event of ice or snow, the sidewalk must be kept free and clear of all outdoor furniture so that the Town can treat or plow commercial area sidewalks safely and unimpeded by obstructions. The Town is not responsible for any damaged caused to or by outdoor seating areas in the public way. ▪ Restaurants remain responsible to maintain a minimum of 48", but preferably 60", of sidewalk clearance in accordance with ADA accessibility requirements, the Winter Guide for Brookline Property Owners, Businesses, and Residents, and the Town's Snow Removal By-Law. ▪ In addition, restaurants are responsible for maintaining their outdoor seating areas and access to those areas, including sidewalks narrowed to less than 6 feet by outdoor seating furniture. ▪ The Town encourages restaurants to engage a qualified contractor to ensure that snow is removed in a timely manner.

**REVOCABLE LICENSE AGREEMENT FOR
OUTDOOR SEATING LICENSEE**

This confirms the terms of the Revocable License Agreement between

(hereafter the “Outdoor Seating Licensee”), and the Town of Brookline, a municipal corporation with its offices located at 333 Washington Street, Brookline, Massachusetts 02445 (hereafter, the “Town”), as follows:

The Town grants a revocable license to the Outdoor Seating Licensee (the “Revocable License”) to use the portion of Town property described in the Outdoor Seating Licensee’s Application for an Outdoor Seating Common Victualler’s License (“Application”), for the purposes and on the premises set forth in that Application (the “Property”). The purpose of this Revocable License is to facilitate the Outdoor Seating Licensee’s use of Town property for outside seating, service of food and/or alcoholic beverages, and transit by staff and others between portions of the licensed premises, including the outdoor seating area and other portions of the licensed premises.

This Revocable License is subject to the Outdoor Seating Licensee’s compliance with all applicable law and terms of the Outdoor Seating Licensee’s Town and State licenses, including, but not limited to, the Town’s Outdoor Dining Program Regulations and Guidelines; the Town’s Prepared Food Sales Regulations; in the case of liquor licensees, the ABCC’s “Guidelines for Extension of Premises to Patio and Outside Areas” and the Town’s Sales of Alcoholic Beverages Regulations; and the Town’s Noise By-Law; and the Outdoor Seating Licensee’s Common Victualler, Outdoor Seating Common Victualler, Liquor, and Entertainment Licenses.

The hours in which this Revocable License may be exercised are limited to the Town-approved hours of operation under the Outdoor Seating License.

This Revocable License is revocable by the Town at the Town’s discretion.

This Revocable License is renewable annually (so long as there are no changes to the premises) upon payment of all associated application and license fees, satisfaction of all renewal application requirements, and issuance of all applicable Town and State licenses, subject to the Outdoor Seating Licensee’s compliance with all applicable licenses and legal requirements.

The Outdoor Seating Licensee certifies that it has, and will maintain during the term of this Revocable License Agreement (as it may be renewed), all Town- and ABCC-required general liability and liquor liability insurance, and that the Town is named as an additional insured on all such policies.

The Outdoor Seating Licensee absolves the Town and its officials, officers, employees, agents and representatives (collectively, the “Town”) from all liability in connection with this Revocable License Agreement and the Outdoor Seating Licensee’s exercise and use of it. To the greatest extent permitted by law, the Outdoor Seating Licensee agrees to defend, indemnify and hold harmless the Town of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in contract, tort, or otherwise, on account of or in any way arising out of and/or relating to the Outdoor Seating License and the Outdoor Seating Licensee’s use of the Property, including but not

13.A.

v. 2021-08-19

limited to incidents involving the Town's negligence. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this agreement.

The undersigned represent and warrant that they have the right, capacity and all necessary authority to execute and deliver this Revocable License Agreement on behalf of the respective party for whom they have signed.

WITNESS:

Outdoor Seating Licensee:

By:
Title:
Date:

Town of Brookline:

Town Administrator or Designee
Date:

Select Board
Town of Brookline
333 Washington Street
Brookline
Ma 02445

Dear Board Members,

We are writing to you to express our concern with regard to the approaching deadline pertaining to the compliance modifications of our parking lane outdoor structures. We would appreciate your consideration in allowing us to extend this deadline into late Spring so that we can maintain outdoor covered options for diners during the winter.

We realize that a lot of planning has been involved with regard to this matter but we believe the guidelines that were set in place were based on a hope that the Winter of 2021/2022 would indeed look more like a pre-Covid era Winter with more indoor, than outdoor dining. As we continue to monitor the increase in Covid numbers due to the rapid outbreak of the Delta variant, we now realize that we are facing a similar situation to last Winter for Winter 2021/22 now before us. This time however without the help of local grants or federal aid.

We have heavily relied upon outdoor dining during this pandemic, it does in fact represent over 65% of our revenue. We believe that this demand for outdoor seating will continue throughout the Winter months and beyond. We know that many of our customers are still anxious about returning to indoor dining. We would like to continue to offer those customers a safe, comfortable, outdoor dining experience. We feel that by reducing the height of our exterior walls to become compliant will greatly reduce the comfort levels offered by these structures. We have spent significant time and effort to design structures that are not only safe but comfortable, to encourage our guests to enjoy dining outside throughout the year. In addition to reducing the effectiveness that these shelters provide by reducing exterior wall heights, we are extremely limited by the Town's regulations regarding outdoor heaters. As a result, we feel we will effectively be losing customers/revenue during this critical recovery period as well as undermining the significant investments we have all made in designing our outdoor spaces.

13.A.

This Pandemic has impacted the hospitality industry more than any other business sector. We have constantly pivoted our business models in order to survive, we have faced closures, reduced capacities, labor shortages and supply chain disruptions, yet we still remain hopeful that with your support we can continue to remain operational in our communities.

We are truly grateful to the Town and to all our customers who continue to support us during this Pandemic. We feel lucky to still be able to remain open, but we cannot stress accurately enough how this pandemic has affected our businesses.

We appreciate your thoughtful consideration on this matter.

Yours Sincerely,

Ailish Gilligan (The Publick House)

David Ciccolo (The Publick house)

Gerry Finnegan (The Washington Square Tavern)

Damien Dowling (The Abbey Brookline)

Thorm Miller (Stoked Pizza)

1349 Beacon Street
Brookline, MA 02446
www.coolidgecornershops.net



September 21, 2021

Dear Select Board members,

After a brief respite from worry regarding COVID-19, it is apparent that all of our expectations for a speedy recovery to normalcy were overly optimistic. Our retail and restaurant workers continue deal with a myriad of precautions daily to serve their customers and stay safe at the same time. All businesses are dealing with enormous supply chain disruptions in addition to reacting to sudden labor shortages due to COVID-19 exposures. One unanticipated consequence of the scarcity of raw materials as well as shortages of qualified labor is the impact on anything construction related.

Many of Brookline's restaurants and cafes are still around today due to Brookline's support for outdoor dining. These restaurants responded by building temporary structures to provide shelter to their patrons. As we have gained experience with the myriad of structures, our building department has modified the structural guidelines for new structures and has imposed a deadline to bring existing structures up to code by the end of this calendar year. It is apparent, however, that with COVID variations still rampant, supply and labor shortages plaguing all our businesses, and the general scarcity of building material or contractors, it will be extremely difficult, if not impossible for restaurants with existing structures to rebuild them to ensure full compliance with current outdoor temporary structural codes.

I urge the Select Board to extend the compliance deadline for the existing structures to the spring of 2022 at the earliest, as warranted by the continuing conditions related to Covid and its ancillary impacts.

There are costs to administer the outdoor dining programs and a lot of thought has gone into evaluating and developing a fee structure to cover these costs as well as to come up with a way to charge for the private use of public property. I advocate delaying complete implementation of the proposed fee structure as it stands now, to both enable our restaurants to plan for yet another expense as well as time to explore an alternate fee structure currently under development by the Economic Development Department that seeks to evaluate the parking/dining/street ambiance/carbon emissions' trade-offs more holistically.

Sincerely,

A handwritten signature in black ink, appearing to be "P. H. B.", written over a light blue horizontal line.

13.A.

David Leschinsky
Chair, Coolidge Corner Merchants Association

21 SEP 17 03:55

ARTICLE __

PETITIONER: SELECT BOARD

To see if the Town will authorize and empower the Select Board to file a petition with the General Court for special legislation as set forth below:

AN ACT AUTHORIZING THE TOWN OF BROOKLINE TO HOLD HYBRID TOWN MEETINGS.

Provided that the General Court may reasonably vary the form and substance of this requested legislation within the scope of the general public objectives of this petition, be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding any general or special law, charter provision, ordinance or by-law to the contrary, the Town of Brookline may hold town meetings at which participants attend both in person and remotely (hereinafter sometimes called a "hybrid meeting"), subject to the following:

- (a) The determination of whether a town meeting shall be a hybrid meeting shall be made by the Select Board at the time that it approves the warrant for such meeting, and the warrant shall contain such provisions as shall be deemed by the moderator and Town Counsel to be necessary in order properly to notify participants in such meeting of the requirements set forth in this section.
- (b) Except as otherwise set forth in this section, town meeting members and other participants in a hybrid meeting may elect to attend such meeting either in person, at the location designated in the warrant for such meeting, or remotely by means of a video conferencing platform.
- (c) All town meeting members attending a hybrid meeting, whether in person or remotely, shall be counted for purposes of determining the presence of a quorum at the meeting.
- (d) The moderator, the Town Clerk and all members of the Town's information technology staff and other persons required to operate the voting and other technical systems necessary for the proper function of a hybrid meeting in accordance with this section shall attend each session of a hybrid meeting in person. All other participants in a hybrid meeting, including town meeting members and other residents and non-residents of the Town, may attend each session of a hybrid meeting either in person or remotely. In order to attend a session of a hybrid meeting remotely, a participant shall be required to provide written or electronic notice of such participation to the moderator and Town Clerk, which notice shall be required to be received no later than 48 hours before such session. Such notices may cover such person's remote attendance at one or more sessions of a hybrid meeting. Such notice requirement may in general or in specific instances be waived for Town officials and other Town employees by the moderator, by written notice to the Town Clerk and Office of the Select Board.
- (e) The video conferencing platform shall afford all remote participants in a hybrid meeting the ability to identify and hear the moderator and each town meeting member who attends the meeting, as well as any other persons who participate in the meeting. All remote participants in a hybrid meeting shall have substantially the same access as in-person participants to the content of handouts, presentations and other material distributed or displayed, prior to or during the meeting, to in-person participants in the meeting.

14.A.

- (f) All participants in a hybrid meeting, whether attending in person or remotely, shall have a substantially equal opportunity to request recognition by the moderator, make a motion or raise a point of order or question of privilege.
- (g) All town meeting members participating in a hybrid meeting, whether attending in person or remotely, shall have the opportunity to vote on all matters put to a vote of town meeting members; such votes shall to the extent feasible be taken substantially contemporaneously; and such votes shall in the case of recorded votes be published as soon as practicable subject to the abilities of the respective voting systems used for in-person and remote votes. All votes at a hybrid meeting shall be taken by such means and in such a manner as shall be determined by the moderator to record accurately and securely the votes of those entitled to vote at the meeting.
- (h) Town meeting members who do not have access to the video or other conferencing system used for remote participants in a hybrid meeting may participate in the meeting via telephone conference call. The requirements of sub-sections (e) and (f) of this section shall to the extent that they cannot be complied with through telephone conferencing not apply to such town meeting members. No persons other than town meeting members shall be permitted to participate in a hybrid meeting via telephone conference call.

SECTION 2. All actions taken during a hybrid meeting held pursuant to section 1 are hereby ratified, validated and confirmed to the same extent as if the hybrid meeting had been conducted entirely in person, and such actions shall be deemed to comply in all respect with all other applicable laws, charter provisions, ordinances and by-laws.

SECTION 3. This act shall take effect upon its passage.

or act on anything relative thereto.



**Housing Advisory Board
(As of 2/17/20)**

MEMBERS:

Roger Blood, Chair.....Term expires 2021

Rita McNally, Tenant Representative.....Term expires 2022

Pam GoodmanTerm expires 2022

Jonathan Klein.....Term expires 2021

Jennifer Raitt.....Term expires 2022

Vacancy.....Term expires 2023

Steven Heikin, Planning Board Representative

Michael Jacobs, Housing Authority Representative

Heather Hamilton, Select Board Representative

Recent Activity:

William Hardy resigned in 2019

Applicants:

Stephen Pratt Otto interviews for appointment 8/25/20

Rebecca Mautner interviews for appointment 9/3/20

Pam Goodman interviews for appointment 9/3/20

Amelia Pease interviews for appointment 9/3/20

Lynne Sweet interviews for appointment 9/8/20

Jennifer Raitt interviews for reappointment 9/8/20

Deborah Brown interviews for appointment 9/29/20

Rita McNally interviews for reappointment 10/6/20

Ginny Vaz applies for appointment 9/14/21

GINNY VAZ



EDUCATION

Simmons College **2018**
Masters of Social Work

Springfield College **2015**
Bachelor of Science, Human Services

LICENSURE **2018**

Licensed Certified Social Worker
Board of Registration of Social Workers

School Social Worker/School Adjustment Counselor
Massachusetts Department of Elementary & Secondary Education,

LANGUAGE PROFICIENCY

Spanish (Superior)

PROFESSIONAL EXPERIENCE

Public Schools of Boston **2020 - Present**

Transformation Social Worker - Boston, MA

- Provide individual, group counseling and arrange support services for special education students and regular education students using evidence based practice
- Support anti-racist education of school staff/students/community through classroom curriculum, professional development, promoting cultural awareness using CLSP, CRIOP and many other tools
- Identify, refer and collaborate with providers to ensure clients have necessary support opportunities such as in school supports, individual/family therapy, in home therapy, therapeutic mentors, extra curricular programs and community support agencies
- Provide individual and whole school crisis support in collaboration with the BPS Crisis Team
- Provide comprehensive consultation to parents, school staff during individualized education plan meetings, student support, whole grade level and guidance team meetings
- Conduct sociological assessments when requested as part of the special education eligibility process
- Apply Comprehensive Behavioral Health Model/Lighthouse Model (CBHM) and Multi-Level Systems of Support (MTSS) frameworks to identify and plan whole school interventions and climate strategies
- Deliver a variety of professional learning modules to school staff on topics such as: culturally linguistic and sustaining practices, behavioral health, social emotional development and trauma informed practice
- Participate as a member of the Instructional Leadership Team, Transformation Team, and School Climate teams to support incorporating anti-racist curriculum, adult and classroom SEL instruction
- Coordinate and lead Student Support Team. Support use of Panorama to collect data and implement student interventions with fidelity
- Collaborate with family liaisons to support family engagement initiatives

Public Schools of Boston **2019 - 2020**

District Social Worker - Boston, MA

- Provide individual or group counseling and arrange support services for special education students and regular education students using evidence based practice
- Identify and refer clients to necessary support opportunities such as in school supports, individual/family therapy, in home therapy, therapeutic mentors, extra curricular programs

15.A.

- Provide individual and whole school district wide crisis support in collaboration with the BPS Crisis Team
- Provide comprehensive consultation to parents, teachers, guidance counselors, school administrators and during IEP, student support, whole grade level and guidance team meetings
- Conduct sociological assessments when requested as part of the special education eligibility process
- Apply Comprehensive Behavioral Health Model/Lighthouse Model and Multi-Level Systems of Support frameworks to identify and plan whole school interventions and climate strategies
- Provide individual and whole school crisis support in collaboration with the BPS Crisis Team
- Deliver a variety of professional learning modules to staff on topics such as: behavioral health, social emotional development and trauma informed practice
- Work collaboratively with administrators and teachers to prepare and present for professional development curriculums
- Performs other related duties as requested by the Senior Director of Behavioral Health Services

Boston Children's Hospital Neighborhood Partnership Program at Boston Latin School 18 - 19

School Social Worker - Boston, MA

- Conducted individual and group psychotherapy to school-based clients (grades 7 -12). Developed short and long term treatment plans using evidence based theories. Performed risk and safety assessments
- Identified and refer clients to necessary support opportunities such as in school supports, individual/family therapy, in home therapy, therapeutic mentors, extra curricular programs, peer to peer mentoring
- Provided comprehensive consultation to parents, teachers, guidance counselors and school administrators
- Applied Comprehensive Behavioral Health Model/Lighthouse Model frameworks to identify and plan whole school interventions
- Worked collaboratively with administrators and teachers to prepare and present for professional development curriculums
- Provided clinical consultations during Student Support and Guidance Team meetings
- Participated in IEP and team consultation meetings to advocate for client's individual needs
- Served as an Equity Committee member worked toward identifying school-wide equity, race and access initiatives
- Taught Signs of Suicide and Break Free From Depression curriculum for health classes

South End Community Health Center

2017 - 2018

Clinical Social Work Intern - Boston, MA

- Conducted bilingual individual and group psychotherapy for community and school-based clients
- Provided comprehensive school social work services to parents, students and school staff at The Hurley School (K-8) and The Blackstone Innovation School (K-5). Developed treatment plans
- Facilitated a 4th, 7th & 8th grade psychotherapy group
- Met with families and collaterals in order to evaluate the need for services such as in home therapy, therapeutic mentors, family therapy and other community supports
- Participated in IEP and team consultation meetings to advocate for client's individual needs
- Completed Child and Adolescent Needs and Strengths (CANS)

Maria L. Baldwin Elementary School, Cambridge Public Schools

2016 - 2017

Clinical Social Work Intern – Cambridge, MA

- Conducted school based therapeutic individual psychotherapy
- Conducted group psychotherapy using the Rock Brain or Social Detective curriculum
- Identified necessary support and referral opportunities by meeting with families and collaterals in order to evaluate the need for services such as therapy or other community supports such as tutoring services
- Observed IEP meetings and team consultation meetings

Public Schools of Brookline

2016 - 2018

Substitute Teacher – Per Diem - Brookline, MA

- Supported classroom when the teacher was absent, in accordance with class and school expectations
- Implemented lesson plans, provided support, and guided learning process

Steps to Success, Public Schools of Brookline

2016 - 2017

Enrichment Specialist, Part-time - Brookline, MA

- Delivered high-quality, artistic educational enrichment to 4th - 6th grade students during out of school time
- Developed project-based learning curriculum combining art and science to teach students about themselves and their relation to the world around them

Upper Devotion School Annex (Grades 7 & 8), Public Schools of Brookline

2015 - 2016

Office Aid, Full time - Brookline, MA

- Provided administrative coordination and support for students, parents and school administrators
- Maintained accurate daily student attendance, late arrival, and early dismissal records
- Provided extra support for combined 7th and 8th grade conservatory class twice a week
- Supervised lunch blocks daily and provided substitution duties as needed
- Greeted all students by their name at school bus stop upon arrival at school

CERTIFICATIONS

Trauma Informed Supervision Certificate, Simmons University

2020

Trauma Informed Care, Dr. Robert Macy Course

2019

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Mon 8/30/2021 10:54 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Ginny Vaz
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Application for specific Board/Commission?	Housing Advisory Board
What type of experience can you offer this Board/Commission?	Team player, good listener and collaborator, curious. Former Commissioner on the Women's and CDICR Commissions.
What type of issue would you like to see this Board/Commission address?	Housing equity
Are you involved in any other Town activities?	STS, BHA, WT
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Copy of Vaz Resume 8.2021.pdf

Email not displaying correctly? [View it in your browser.](#)

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